

# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० २९] नई दिल्ली, शनिवार, जुलाई १७, १९६५/आषाढ़ २६, १८८७

No. 29] NEW DELHI, SATURDAY, JULY 17, 1965/ASADHA 26, 1887

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र ५ जुलाई १९६५ तक प्रकाशित किये गये।

The undermentioned Gazettes of India Extraordinary were published upto the 5th July, 1965:—

Issue No.	No. and Date	Issued by	Subject
141	S.O. 2135, dated 29th June, 1965.	Ministry of Food and Agriculture.	Amendments to S.O. 2049, dated 24th June, 1965.
142	S.O. 2136, dated 29th June, 1965.	Ministry of Law	Declaration containing the name of the candidate elected in the 19th Tumkur Parliamentary Constituency.
143	S.O. 2137, dated 29th June, 1965.	Ministry of Industry and Supply.	The Scooters (Distribution and Sale) Control (Third Amendment) Order, 1965.
	S.O. 2138, dated 29th June, 1965.	Do.	The Motor Cars (Distribution and Sale) Control (Second Amendment) Order, 1965.
	S.O. 2139, dated 29th July, 1965.	Do.	The Commercial Vehicles (Distribution and Sale) Control (Second Amendment) Order, 1965.

Issue No.	No. and Date	Issued by	Subject
144	S.O. 2140, dated 30th June, 1965.	Ministry of Commerce.	The Export of Mica (Inspection) Second Amendment Rules, 1965.
148	S.O. 2141, dated 30th June, 1965.	Do.	Appointing a body of persons for making a complete investigation into the fall in production of the Krishna Kumar Mills Co. Ltd., Mahuva (Gujarat State).
146	S.O. 2142, dated 30th June, 1965.	Ministry of Labour & Employment.	Delegation of powers under the Industrial Disputes Act, 1947 to the State of Kerala.
	S.O. 2143, dated 30th June, 1965.	Do.	Delegation of powers under the Industrial Disputes Act, 1947 to the State of Mysore.
147	S.O. 2144, dated 1st July, 1965.	Ministry of Home Affairs.	Appointing Shri C.G. Bhatt as a District Judge in the Union territory of Dadra and Nagar Haveli.
	S.O. 2145, dated 1st July, 1965.	Do.	Appointing Shri C.G. Bhatt as a Judge of the Court of Session for the Union territory of Dadra and Nagar Haveli.
	S.O. 2146, dated 1st July, 1965.	Do.	Appointing Shri H.T. Chatwani as a Civil Judge in the Union territory of Dadra and Nagar Haveli.
	S.O. 2147, dated 1st July, 1965.	Do.	The Dadra and Nagar Haveli (Laws) Removal of Difficulties Order, 1965.
148	S.O. 2148, dated 1st July, 1965.	Ministry of Commerce.	Appointing a body of persons for making a complete investigation into the fall in production of the Hira Mills Ltd., Ujjain (Madhya Pradesh).
149	S.O. 2149, dated 1st July, 1965.	Ministry of Labour & Employment.	Delegation of powers under the Industrial Disputes Act, 1947 to the State of Andhra Pradesh.
150	S.O. 2150, dated 3rd July, 1965.	Ministry of Information and Broadcasting.	Approval of films specified therein.
151	S.O. 2151, dated 5th July, 1965.	Delimitation Commission.	Delimitation of Parliamentary and Assembly constituencies in the State of Punjab.
152	S.O. 2152, dated 5th July, 1965.	Do.	Delimitation of Parliamentary and Assembly constituencies in the State of Andhra Pradesh.

Issue No.	No. and Date	Issued by	Subject
153	S.O. 2153, dated 5th July, 1965.	Central Board of Direct Taxes.	The Income-tax (Sixth Amendment) Rules, 1965.
154	S.O. 2154, dated 5th July, 1965.	Ministry of Labour & Employment.	Delegation of powers Under the Industrial Disputes Act 1947, to the State of Uttar Pradesh.

ऊपर लिखे असाधारण गजटों की प्रतियाँ प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर दी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

## भाग II—खण्ड 3 उपखण्ड (ii)

### PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केंद्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

### ELECTION COMMISSION, INDIA

New Delhi, the 3rd July 1965

S.O. 2020.—In pursuance of sub rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for election to the House of the People from the constituency specified in column 2 thereof, at the Bye-election held in 1965, has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said- rule, failed to lodge his account of election expenses within the time required by law and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951, on the expiration of two months from the date of the said decision.

#### SCHEDULE

Name and address of contesting candidate	Serial No. and of constituency.
1	2
Shri Konuri Kannaiah, 72 Kankaragunta, Guntur.	40-Mahbubabad

[No. AP-HP/40/65/Bye/13377.]

By order,

A. N. SEN, Under Secy.

**MINISTRY OF EXTERNAL AFFAIRS***New Delhi, the 2nd July 1965*

**S.O. 2021/CPEO/3/65.**—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (VII of 1922), the Central Government hereby appoints Shri G. S. Padgaonkar, Superintendent, Regional Passport & Emigration Office, Bombay, to be Protector of Emigrants, Bombay, in addition to his own duties with effect from June 1, 1965 to June 6, 1965, *vice* Shri B. S. Mathur, Protector of Emigrants, Bombay granted extension of leave for the said period.

This is in continuation of this Ministry's Notification No. CPEO/1/65, dated May 19, 1965.

[No. F.3(13) V. IV/60]

V. A. KIDWAI,  
for Controller General of Emigration.

**MINISTRY OF FINANCE****(Department of Expenditure)***New Delhi, the 26th June 1965*

**S.O. 2022.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules to amend the Ministry of Finance (Department of Expenditure—Class III Posts) Recruitment Rules, 1961, published with the notification of the Government of India, Ministry of Finance No. F.1(26)-E.I(A)/58, dated the 9th October, 1961, namely:—

1. These rules may be called the Ministry of Finance (Department of Expenditure—Class III Posts) Amendment Rules, 1965.

2. In the Schedule to the Ministry of Finance (Department of Expenditure—Class III Posts) Recruitment Rules, 1961—

- (a) the entry "2. Investigator (SRU)" in column 1 and the corresponding entries thereto in columns 2 to 15 shall be omitted;
- (b) the entries Nos. 3, 4 and 5 occurring in column 1 shall be renumbered respectively as 2, 3 and 4.

This notification shall be deemed to have come into force on the 24th April, 1965.

[No. F.1(16)-E.I(A)/61.]

SUMITRA G. KULKARNI, Under Secy.

**(Department of Economic Affairs)***New Delhi, the 6th July 1965*

**S.O. 2023.**—In pursuance of sub-paragraph (1) of paragraph 4 of the First Schedule to the State Bank of India Act 1955 (23 of 1955), and in supersession of the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. F.8(1)-E.I/55 dated the 1st July, 1955, the Central Government hereby specifies that the form of the Central Government security in which the compensation provided for in the said Schedule shall be given, shall be a Government promissory note of the 5½ per cent. Loan, 1990 and that for the purposes of the said Schedule, the value of the said Government promissory note shall be the market value as determined by the Reserve Bank of India on the date on which the compensation is paid.

[No. F. 8/53/65-SB.]

New Delhi, the 9th July 1965

S.O. 2024.—Statement of the Affairs of the Reserve Bank of India as on the 2nd July, 1965

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital paid up . . .	5,00,00,000	Notes . . . . .	13,34,56,000
		Rupee Coin . . . . .	5,28,000
Reserve Fund	80,00,00,000	Small Coin . . . . .	3,00,000
National Agricultural Credit (Long Term Operations) Fund .	100,00,00,000	Bills Purchased and Discounted:—	
		(a) Internal . . . . .	
		(b) External . . . . .	..
National Agricultural Credit (Stabilisation) Fund	10,00,00,000	(c) Government Treasury Bills . . . . .	58,86,45,000
		Balances held Abroad* . . . . .	4,85,32,000
National Industrial Credit (Long Term Operations) Fund . . .	15,00,00,000	Investments** . . . . .	298,37,65,000
		Loans and Advances to:—	
		(i) Central Government	
		(ii) State Governments@	49,04,13,000

LIABILITIES		Rs.	ASSETS		Rs.
Deposits—			Loans and Advances to :—		
(a) Government :			(i) Scheduled Banks† . . . . .		
			(ii) State Co-operative Banks†† . . . . .		
			(iii) Others . . . . .		
(i) Central Government . . . . .		109,59,19,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—		
(ii) State Governments . . . . .		16,71,40,000	(a) Loans and Advances to:—		
			(i) State Governments . . . . .		
			(ii) State Co-operative Banks . . . . .		
			(iii) Central Land Mortgage Banks . . . . .		
(b) Banks :			(b) Investment in Central Land Mortgage Bank Debentures		
(i) Scheduled Banks . . . . .		102,93,60,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—		
(ii) State Co-operative Banks . . . . .		10,58,31,000	Loans and Advances to State Co-operative Banks . . . . .		
(iii) Other Banks . . . . .		4,24,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—		
(c) Others . . . . .		230,50,08,000	(a) Loans and Advances to the Development Bank . . . . .		
Bills Payable . . . . .		42,53,22,000	(b) Investment in bonds/debentures issued by the Development Bank . . . . .		
Other Liabilities . . . . .		27,21,33,000	Other Assets . . . . .		
Rupees . . . . .		750,11,37,000	Rupees . . . . .		750,11,37,000

\*Includes Cash and Short-term Securities.

\*\*Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. Nil advanced to scheduled banks against usance bills under section 17(4)(c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 7th day of July 1966.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 2nd day of July, 1965

ISSUE DEPARTMENT

LIABILITIES		Rs.	Rs.	ASSETS		Rs.	Rs.
Notes held in the Banking Department				Gold Coin and Bullion —			
Notes in circulation		13,34,56,000		(a) Held in India		133,75,66,000	
		2677,50,08,000		(b) Held outside India		..	
Total Notes issued			2690,84,64,000	Foreign Securities		68,35,13,000	
				TOTAL			202,10,79,000
				Rupee Coin			94,01,45,000
				Government of India Rupee Securities			2394,72,40,000
				Internal Bills of Exchange and other commercial paper			..
TOTAL LIABILITIES			2690,84,64,000	TOTAL ASSETS			2690,84,64,000

Dated the 7th day of July, 1965.

P. C. BHATTACHARYYA,  
Governor.

[No F. 3(2)-BC/65.]  
R. K. SESHADRI, Director (Banking).

## (Department of Revenue)

## ORDER

## STAMPS

*New Delhi, the 17th July 1965*

**S.O. 2025.**—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the stamp duty chargeable on the following types of receipts issued by the Gujarat Housing Board constituted under the Gujarat Housing Board Act, 1961.

- (a) receipts issued to the contractors for:—
  - (i) earnest moneys received from contractors with the tenders;
  - (ii) security deposits from contractors in connection with tenders;
  - (iii) cost of tender forms supplied to the contractors;
  - (iv) recovery of cost of materials issued by the Board to the parties;
  - (v) recovery of freight and other expenses paid by the Board on building materials for works;
  - (vi) recovery of fines imposed on contractors;
  - (vii) deposits from parties for damage to the assets of the Board;
- (b) receipts issued to the tenants and other parties for moneys received on account of:—
  - (i) rent and service charges received from the tenants in respect of the tenements allotted to them;
  - (ii) electricity consumption charges received from the tenants;
  - (iii) tenancy and electricity deposits received from the tenants;
  - (iv) stamp fees in respect of tenancy agreements and other agreements received from the tenants and other parties;
  - (v) recovery from the tenants towards cost of missing articles, breakage and damage to the fixtures, fittings and furniture provided in the tenements;
  - (vi) recovery of cost of suits, distress warrants and execution charges;
  - (vii) recovery of deposits and cost of works carried out by the Board on behalf of the tenants;
  - (viii) recovery of compensation for unauthorised use of Board's tenements;
  - (ix) recovery of ground rent from the parties in respect of Board's lands leased on hire;
  - (x) recovery on account of sale of right of removing fruits from the trees, cutting and removing grass and removing fallen trees;
  - (xi) security deposits from the parties on account of sale as mentioned in item (x) above.
- (c) receipts issued to the courts for moneys received on account of:—
  - (i) amounts received from the courts on account of cost of suits and deposits, deposited by the tenants in the court and also court bhattas;
  - (ii) amounts received from the courts on account of refund of cost of suits and deposits;
- (d) receipts issued to the Board's employees on account of:—
  - (i) security deposits from the Board's employees such as cashiers, rent collectors and store-keepers;
  - (ii) recovery from Board's employees on account of value of tools and plant, furniture and other articles lost by theft or breakage;
  - (iii) recovery from Board's employees of excess payment on account of travelling allowances, leave salaries and other allowances;
  - (iv) recovery from Board's employees on account of contribution to General Provident Fund;
  - (v) recovery from Board's employees on account of fines and forfeitures.

- (e) receipts issued to Government and other offices on account of:—
- (i) money received from the Government in the form of loans or deposits or grant-in-aid;
  - (ii) money received from the Government and other offices on account of telephone charges, electricity charges, water consumption charges and scavenging taxes;
- (f) Miscellaneous receipts:—
- (i) moneys received by the Board on account of sale of residential application forms and plans and estimates;
  - (ii) deposits taken from the persons in respect of applications received for residential accommodation;
  - (iii) deposits taken from the persons for the purpose of keeping names on the waiting lists for allotment of tenements;
  - (iv) moneys received on account of sale of unserviceable articles of office furniture and office equipment;
  - (v) moneys received on account of sale of used bags.

[No. 11/65-F. No. 1/27/64-Cus. VII.]

M. G. VAIDYA, Under Secy.

## CENTRAL BOARD OF DIRECT TAXES

### INCOME-TAX

*New Delhi, the 6th July 1965*

**S.O. 2036.**—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following amendments in the Schedule appended to its Notification No. 39-Income-tax, dated 31-5-1965, namely:—

In the said Schedule against 'B' Range, Madras, Salem Range and Coimbatore Range, under column 2, the following shall be substituted, namely:—

- |                   |   |
|-------------------|---|
| 'B' Range, Madras | <ol style="list-style-type: none"> <li>1. Madras City Circle II.</li> <li>2. Madras City Circle, IV.<sup>c</sup></li> <li>3. Salaries Circle, Madras.</li> <li>4. Salaries Circle I, Madras.</li> <li>5. Salaries Circle II, Madras.<sup>c</sup></li> <li>6. Special Survey Circle, Madras.</li> <li>7. Special Investigation Circle 'A', Madras.</li> <li>8. Special Investigation Circle 'B' Madras.</li> <li>9. Tax Recovery Circle, Madras.</li> <li>10. Central Circles I, II, III, IV, V and VI, Madras.</li> </ol> |
| Salem             | <ol style="list-style-type: none"> <li>1. Salem Circle.</li> <li>2. Circle I, Salem.</li> <li>3. Circle II, Salem.</li> <li>4. Vellore Circle.</li> <li>5. Kancheepuram Circle.</li> <li>6. Madras City Circle, III.</li> </ol>   |
| Coimbatore        | <ol style="list-style-type: none"> <li>1. Coimbatore Circle.</li> <li>2. Special Survey Circle, Coimbatore.</li> <li>3. Special Investigation Circle, Coimbatore.</li> <li>4. Coimbatore Circle I.</li> <li>5. Coimbatore Circle II.</li> <li>6. Central Circles I &amp; II, Coimbatore.</li> <li>7. Estate Duty cum Incometax Circle, Coimbatore.</li> <li>8. Excess Profit Tax Circles, Coimbatore and Erode.</li> <li>9. Ootacamund Circle.</li> <li>10. Erode Circle.</li> <li>11. Pollachi Circle.</li> </ol>        |

*Explanatory Note*

The amendments have become necessary on account of creation of a new Circle known as Pollachi Circle and re-organisation of Circles in the Commissioner's charge.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 58(F. No. 50/58/65-ITJ)].

T. N. PANDEY, Under Secy.

**MINISTRY OF COMMERCE**

*New Delhi, the 1st July 1965*

**S.O. 2027.**—In exercise of the powers conferred by Section 3 of the Essential Commodities Act, 1955 (10 of 1955) and sub-section (2) of section 5 of the Goa, Daman and Diu (Laws) Regulation, 1962 (12 of 1962), the Central Government hereby directs that—

- (a) the orders mentioned in Part A of the Schedule hereto annexed; and
  - (b) the notifications mentioned in Part B of the Schedule aforesaid,
- shall extend to, and come into force in, the Union territory of Goa, Daman and Diu.

**THE SCHEDULE****Part A**

1. The Cotton Textiles (Control) Order, 1948.
2. The Cotton Textiles (Export Control) Order, 1949.
3. The Cotton Textiles (Control of Movement) Order 1948.
4. The Cotton Control Order, 1955.
5. The Cotton Textiles (Production by Handloom) Control Order, 1956.
6. The Textiles (Production by Powerlooms) Control Order, 1956.
7. The Art Silk Textiles (Production and Distribution) Control Order, 1962.
8. The Textile Machinery (Production and Distribution) Control Order, 1962.
9. The Woollen Textiles (Production and Distribution) Control Order, 1962.
10. The Textiles (Production by Knitting, Embroidery, Lace-making and Printing Machines) Control Order, 1963.

**Part B**

1. Notification of the Government of India in the late Ministry of Industry and Supply No. 67 C.W. (25A)/48 dated the 26th March, 1949.
2. Notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 1252 dated the 27th June, 1953.
3. Notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 1150 dated the 30th May, 1955.
4. Notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 1317 dated the 9th June, 1956.
5. Notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 2243 dated 29th September, 1956.
6. Notification of the Government of India in the late Ministry of Commerce and Industry No. S.R.O. 1149 dated the 11th June, 1958.
7. Notification of the Government of India in the late Ministry of Commerce and Industry No. S.O. 3873 dated the 22nd December, 1962.
8. Notification of the Government of India in the late Ministry of Commerce and Industry No. 3(1)/63-Control dated the 21st June, 1963.

[No. 2(23)-Tex(A)/63-Tex(I)]

*New Delhi, the 8th July 1965*

**S.O. 2028.**—The following further amendments made by the Coir Board in exercise of the powers conferred by section 27 of the Coir Industry Act, 1953 (45 of 1953) to the Coir Board (Contributory Provident Fund) Bye-laws, 1955, are hereby published for general information, the same having been confirmed by the Central Government as required by sub-section (2) of the said section, namely :—

In the said bye-laws after bye-law 18, the following bye-laws shall be inserted, namely :—

- "18A. Subject to the conditions herein specified, withdrawals may be sanctioned by the Secretary at any time after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund, for one or more of the following purposes, namely :—
- (a) Meeting the cost of higher education, including where necessary, travelling expenses of any child of the subscriber in the following cases, namely :—
    - (i) for education outside India for academic, technical, professional or vocational course beyond the High School stage, and
    - (ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage provided that the course of study is for not less than three years.
  - (b) Meeting the expenditure in connection with the marriage of the subscriber's sons or daughters or any other female relation actually dependent on him.
  - (c) Meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber or any person actually dependent on him.
  - (d) Building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of any loan expressly taken for this purpose or reconstructing or making additions or alterations to a house already owned or acquired by the subscriber.
  - (e) Purchasing a house-site or repaying any outstanding amount on account of loan expressly taken, for this purpose.
  - (f) Constructing a house on a site purchased, utilising the sum withdrawn under clause (e).
- 18B. Conversion of an advance into a withdrawal—A subscriber who has already drawn or who may draw in future an advance under rule 17 for any of the purposes specified in clauses (a), (b) and (c) of rule 18-A may convert, at his discretion, by written request addressed to the Secretary the balance outstanding in his account into a final withdrawal on his satisfying the conditions laid down in rule 18-A.

[No. F. 21(2)/65-TEX.(E).]

B. K. VERMA, Under Secy.

## MINISTRY OF INDUSTRY & SUPPLY

(Department of Industry)

### ORDER

*New Delhi, the 9th July 1965*

**S.O. 2029.**—In exercise of the powers conferred by section 5 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rules 3 and 4 of the Central Advisory Council (Procedural) Rules, 1952, the Central Government hereby appoints the following persons to be members of the Central Advisory Council for a period of two years from the date of this Order, in place of members whose term has expired by efflux of time or otherwise:—

*Chairman*

1. Minister of Industry.

## Members

2. Shri S. L. Kirloskar, President, Federation of Indian Chambers of Commerce & Industry, Federation House, New Delhi-1.
3. H. K. S. Lindsay, Esq., President, The Associated Chambers of Commerce & Industry of India, Royal Exchange, 6, Netaji Subhas Road, Calcutta.
4. Mr. J. R. D. Tata, Tata Industries Private Ltd., Bombay House, Bruce Street, Fort, Bombay-1.
5. Shri K. K. Birla, 15, India Exchange Place, Calcutta-1.
6. Dr. A. Ramaswamy Mudalliar, "India Steamship House", 21, Old Court House Street, Calcutta-1.
7. Shri Keshub Mahindra, Mahindra & Mahindra Ltd., Gateway Building, Apollo Bunder, Bombay-1.
8. Shri Arvind N. Mafatlal, Mafatlal House, Back Bay Reclamation, Bombay-1.
9. Shri A. R. Bhatt, 256, Sadashiv Peth, Poona-2.
10. Shri T. S. Krishna, T. V. Sundram Iyengar & Sons Private Ltd., P. B. No. 21, Madurai-1.
11. Shri B. V. D. Menon, The Aluminium Industries Ltd., "Bhakti Vilas", Kalamasseri P. O., Via Alwaye (Kerala State).
12. Shri Neville N. Wadia, Neville House, Ballard Estate, Bombay-1.
13. Shri Abhijit Sen, Sen Raleigh Limited, Mercantile Buildings, Lall Bazar, Calcutta-1.
14. Shri V. S. Kudva, Technical Director, The Canara Workshops Ltd., Mangalore-3.
15. Shri K. C. Maitra, C/o Guest, Keen, Williams Ltd, Sankay Division, P. O. Box No. 121-A, Bombay.
16. N. M. Wagle, Esq., Greaves Cotton & Co., Ltd., 1, Forbes Street, Bombay-1.
17. R. H. Morrison, Esq., Chairman, Indian Jute Mills Association, Royal Exchange, Calcutta-1.
18. Shri N. B. Prasad, 28, Sarojini Devi Road, Secunderabad-26 (Andhra Pradesh).
19. Shri S. M. Ramakrishna Rao, "Lakshmi Nivas", Fort, Bangalore-2.
20. Shri N. Mahalingam, "Sakthi Nilayam", Pollachi (Madras State).
21. Shri S. R. Vasavada, C/o Textile Labour Association, Gandhi Majoor Sevalaya, Bhadra, Ahmedabad.
22. Shri Michael John, Vice-President, INTUC, 17 K Road, Jamshedpur.
23. Shri Manohar Kotwal, General Secretary, Hind Mazdoor Sabha, 167, P. D'Mello Road, Bombay-1.
24. Shri M. P. Bhargava, M.P., 1203, Bagh Muzaffar Khan, Agra (U.P.).
25. Mrs. Raksha Saran, 59, Sundar Nagar, (Ground Floor), New Delhi.
26. Shri P. R. Ramakrishnan, M.P., 38, Mount Road, Madras-6.
27. Shri Santokh Singh, M.P., Managing Partner, M/s. National Chemical Industries, 26, Najafgarh Road, New Delhi-15.
28. Shri Prabhu V. Mehta, M/s. Calico Dyeing & Printing Mills (P) Ltd., P.B. No. 6003, Bombay-12.
29. Shri M. S. Rao, Chairman, Hindusthan Steels Ltd., P.O. Hlnoo, Ranchi (Bihar).

[No. 1(3)Lic. Pol./65.]

K. J. GEORGE, Dy. Secy.

## (Department of Supply and Technical Development)

*New Delhi, the 7th July 1965*

**S.O. 2030.**—In exercise of the powers conferred by clause (1) of article 299 of the Constitution the President hereby directs that the following instruments may be executed on his behalf by the Ambassador of India, Tehran, Iran, namely:—

- (i) Agreement between the Petro-chemical Corporation, Ministry of Economy, Tehran and the President of India for import into India of 5,000 tons of urea, and

- (ii) Agreement between the Levant Express, Tehran and the President of India for the inspection of 5,000 tons of urea purchased from the Petro-chemical Corporation, Tehran.

[No. F. PII-4(24)/63.]

N. R. BANSOD, Jt. Secy.

(Department of Industry)

(Indian Standards Institution)

New Delhi, the 30th June 1965

**S.O. 2031**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks Regulations, 1955, as amended in 1961, 1962 and 1964) the Indian Standards Institution hereby notifies that the Indian Standard particulars, of which, are given in the Schedule hereto annexed, have been established during the period 18 to 29 June, 1965.

THE SCHEDULE

Serial No. and Title of the Indian No Standard Established	No. and Title of the Indian Standard or Standards' if any, superseded by the New Indian Standard.	Brief Particulars
(1)	(2)	(3)
1 IS : 1374-1964 Specification for Poultry Feeds (Revised).	IS : 1374-1959 Specification for Poultry Feeds	This standard prescribes the requirements and the methods of test for chicken ( <i>Gallus domesticus</i> ) feeds. (Price Rs. 5.50).

[No. MD/13:2]

New Delhi, the 8th July 1965

**S.O. 2032**—In licence No. CM/L-997 dated 25 January 1965 held by the Omega Insulated Cable Co. (India) Ltd., Madras, the details of which are published under S.O. 667 in the Gazette of India Part II, Section 3, Sub-section 3(ii) dated 27 February 1965, the list of articles has been revised as under with immediate effect:

Type of cable	Voltage grade	Conductor
(i) Single Core (Unsheathed)	250/440 Volts.	Aluminium
(ii) Single Core (Unsheathed)	650/1 100 Volts	Copper or Aluminium
(iii) Single Core (PVC Sheathed)	250/440 Volts.	Copper.

[No. MD/12:1667]

New Delhi, the 9th July 1965

**S.O. 2033**—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standard Institution (Certification Marks) Regulations, 1965, as amended in 1961, 1962 and 1964 the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars which are given in the Schedule hereto annexed, have been established during the period 30 June to 8 July 1965.

## THE SCHEDULE

Sl. No.	No and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any superseded by the new Indian Standard	Brief Particulars
1	2	3	4
1	IS : 367-1965 Specification for electric kettles ( <i>revised</i> )	IS : 367-1965 Specification for electric kettles for domestic use ( <i>tentative</i> )	This standard covers the requirements and methods of test for electrically heated kettles designed for connection to supplies at voltages not exceeding 250 V. ac single phase 50c/s, or dc. (Price Rs. 2.50)
2	IS : 436 (Part I) 1964 Methods for sampling of coal and coke Part I sampling of coal ( <i>revised</i> )	IS : 436-1953 Methods for sampling of coal and coke ( <i>tentative</i> )	This standard prescribes the methods for sampling of coal from (a) conveyers (b) wagons, (c) ships, (d) stock piles and (e) seams. (Price Rs. 5.00)
3	IS : 792-1964 Specification for title-page and back of title page of a book ( <i>revised</i> )	IS : 792-1956 Specification for title leaf of a book ( <i>tentative</i> )  IS : 793-1956 Practice for author statement in the title-page of a book ( <i>tentative</i> ).	This standard covers the information to be given in the title page and the back of title page of a book and the editorial practice for the presentation of the information (Price 5.50)
4	IS : 875-1964 Code of practice for structural safety of building loading standards ( <i>revised</i> )	IS : 875-1957 Code of practice for structural safety of buildings loading standards	This code covers basic design loads to be assumed in the design of buildings, but excluding loads incidental to construction and special cases of vibration (Price Rs. 5.50)
5	IS : 2032 (Part IV)—1964 Graphical symbols used in electrotechnology Part IV rotating machines and transformers.	..	This standard lays down different forms of symbol used to represent rotating machines and transformers (Price Rs. 4.00)
6	IS : 2600-1964 Methods of chemical analysis of high purity zinc and zinc base alloys for die casting.	..	This standard prescribes methods of chemical analysis of high purity zinc and zinc base alloys for die casting. (Price Rs. 3.50)
7	IS : 2741-1964 Specification for $\beta$ -naphthol	..	This standard prescribes the requirements and methods of sampling and test for $\beta$ -naphthol (Price Rs. 3.50).
8	IS : 2799-1964 Specification for mustard, whole for use as condiment.	..	This standard prescribes the requirements for mustard, whole for use as condiment. (Price Rs. 1.50).

I	2	3	4
9	IS : 2808-1964 Method for computation of a capacity tables for pressurized storage tanks	..	<p>This standard prescribes methods of computation of capacity tables for the following types of vessels which are normally used for the bulk storage of liquid petroleum and petroleum products under pressure :</p> <p>(a) Vertical tanks, (b) Horizontal tanks, (c) Spherical tanks and (d) Spheroidal tanks—plain and noded</p> <p>(Price Rs. 5.00)</p>
10	IS : 2838-1964 Specification for stoneware containers for general purposes.	..	<p>This standard prescribes the requirements and the methods of sampling and test for stoneware containers for general purposes (Price Rs. 2.50).</p>
11	IS : 2843-1964 Recommendation on nominal capacities for process equipment	..	<p>This standard deals with the nominal capacities of containers and process vessels used in chemical industry (Price Rs. 1.00).</p>
12	IS : 2844-1964 Recommendation on nominal diameters for process equipment.	..	<p>This standard deals with the nominal diameters used in the designation of chemical equipment (Price Rs. 1.00)</p>
13	IS : 2854-1964 Method of test for determining modulus of elasticity	..	<p>This standard prescribes the method of test for determining modulus of elasticity of metals at room temperature. (Price Re. 1.00)</p>
14	IS : 2876-1964 Specification for 3-jaw self-centering lathe chucks	..	<p>This standard specifies the requirements of 3-jaw self-centering lathe chucks, having three-step jaws. (Price Rs. 3.50)</p>
15	IS : 2877-1964 test chart for single and double column planing machines.	..	<p>This standard prescribes the limits of accuracies for single and double column planing machines. (Price Rs. 2.50)</p>
16	IS : 2839-1964 Methods for visual and tactual examination of raw silk	<p>(i) IS : 462- 1953 Method for visual and tactual examination of category I raw silk (<i>tentative</i>) and (ii) IS : 472-1953 Method for visual and tactual examination of category II raw silk (<i>tentative</i>)</p>	<p>This standard prescribes methods for visual and tactual examination of raw silk (Price Rs. 1.50)</p>

1	2	3	4
17	IS : 2940-1964 Method for determination of conditioned weight of raw silk	(i) IS : 463-1953 Method for determining conditioned weight of category I raw silk ( <i>tentative</i> ), and (ii) IS : 473-1953 Method for determining conditioned weight of category II rawsilk ( <i>tentative</i> )	This standard prescribes method for determining the conditioned weight of all classes of raw silk (Price Rs. 2.00).
18	IS : 3004-1964 Specification for plug cocks for water supply purposes.	..	This standard covers plug cocks of 15 mm, 20 mm, and 25 mm, nominal size with a key head for use underground for water supply purposes. (Price Rs. 2.50)
19	IS : 3007-(Part I) -1964 Code of practice for laying of asbestos cement sheets Part I corrugated sheets.	..	This standard lays down the method of laying and fixing unreinforced corrugated asbestos cement sheets used as coverings for roofs and walls. (Price Rs. 5.00)
20	IS : 3036-1965 Code of practice for laying lime concrete for a waterproofed roof finish.	..	This standard covers the preparation and laying of lime concrete for a waterproofed finish on flat roof surface. (Price Rs. 1.50).
21	IS : 3039-1965 Specification for structural steel (shipbuilding quality).	..	This standard covers the requirements for structural steel (shipbuilding quality), intended for use for ordinary and special purposes ; but excluding the requirements for rivet bars for shipbuilding purposes. (Price Rs. 2.50)
22	IS : 3057-1965 Specification for copper sheets for photo process engravings.	..	This specification covers the requirements of copper sheet required for photo process engravings. (Price Rs. 1.50).
23	IS : 3071-1965 Specification for wooden crates.	..	This standard covers the requirements of wooden crates intended for packing of articles weighing not more than 250 kg. (Price Rs. 4.00).

1	2	3	4
24	IS : 3072 (Part I)—1965 Code of practice for installation and maintenance of switch-gear.  Part I switchgear (system voltage not exceeding 1000 V).	..	This code covers installation and maintenance of switch-gear of both our door and indoor type operating at voltage not exceeding 1000V. (Price Rs. 5.00).

Copies of these Indian Standards are available, for sale with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Bombay Mutual Terrace, First Floor, 534 Sardar Vallabhbhai Patel Road, Bombay-7. (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13, (iii) Second Floor, Sathyamurthi Bhawan, 54 General Patters Road Madras -2 and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:2.]

### ERRATA

New Delhi, the 9th July 1965

**S.O. 2034.**—In the Ministry of Industry and Supply (Indian Standard Institution) Notifications published in the Gazette of India, Part II, Section 3(ii), the following corrections may be made:

1. Gazette dated 24th April, 1965—

- (a) S.O. 1253 dated 8th April 1965, Schedule, S.No.2, Col. 4, line 8 for 'Rs 5.30' read 'Rs 5.50'
- (b) S.O. 1254 dated 9th April 1965, para 1 (iii), line 2 for 'Aluminium' read 'Copper'
- (c) S.O. 1255 dated 9th April 1965, Type. heading (a), for 'Filed' read 'Fixed'.

2. Gazette dated 8th May 1965—

- (a) S.O. 1499 dated 26th April 1965, lines 1 and 2, for 'M/s Power Private Limited' read 'M/s Power Cables Private Limited'
- (b) S.O. 1500 dated 28th April 1965, Schedule, S.No.37, Col.3, for 'L-Naphthylamine' read  $\alpha$  Naphthylamine'
- (c) S.O. 1501 dated 28th April 1965, Schedule—
  - (i) S.No.10, Col.4, clause number against the method of test (a) be read as '4'
  - (ii) S.No.32, Col.2, line 1— for 'IS:2977—1965' read 'IS:2977—1964'

3. Gazette dated 15th May 1965—

- S.O. 1519 dated 4th May 1965, S.No. 7(ii), line 2— for '—' read '—'  
N X

4. Gazette dated 5th June 1965—

- S.O. 1750 dated 28th May 1965—
  - (i) lines 3 and 4, for 'deails' read 'details'
  - (ii) line 5, for 'nto' read 'into'.

[No. MD/13:2.]

D. V. KARMAKAR,  
Jt. Director (Marks).

## MINISTRY OF STEEL AND MINES

(Department of Mines and Metals)

New Delhi, the 5th July 1965

**S.O. 2035.**—WHEREAS it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule here to annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan of the area covered by this notification can be inspected at the office of the National Coal Development Corporation Limited (Revenue Section), Darbhanga House, Ranchi, or at the office of the Deputy Commissioner, Hazaribagh or at the Office of the Coal Controller, 1-Council House Street, Calcutta;

Every person interested in the lands mentioned in the said Schedule shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer of the National Coal Development Corporation Ltd., Darbhanga House, Ranchi within 90 days from the date of publication of this notification.

## SCHEDULE

## MAITHA BLOCK (RAMGARH COALFIELD)

DRG. No. Rev/60/64  
Dated 15-7-64.  
(Area notified for Prospecting)

Sl. No.	village	Thana	Thana No.	District	Area	Remarks
1	Rauta . . .	Mandu	146	Hazaribagh		Part
2	Painki . . .	"	149	"		"
3	Burhakhap . . .	"	150	"		"
4	Sugia . . .	"	177	"		"
5	Ramgarh . . .	Ramgarh	82	"		"
6	Kaitha . . .	"	85	"		"
7	Gobardarha . . .	"	86	"		"
8	Huhua . . .	"	87	"		"
9	Lodhma . . .	"	117	"		"

Total area 2703.00 Acres (approximately)  
or 1094.72 Hectares (approximately).

## Boundary Description :

- A-B. line passes through village Rauta of Thana Mandu and through village Ramgarh of Thana Ramgarh and meets at point 'B'.  
B-C. line passes through villages Ramgarh, Kaitha, Gobardarha, Huhua and Lodhma of Thana Ramgarh and meets at point 'C'.  
C-D-E. lines pass through villages Lodhma of Thana Ramgarh and through village Sugia of Thana Mandu and meet at point 'E'.  
E-F-A. lines pass through villages Sugia, Burhakhap, Painki and Rauta of Thana Mandu and meet at point 'A'.

[No. C2-20(9)/65]

## ERRATA

New Delhi, the 3rd July 1965

**S.O. 2036.**—In the notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) No. S.O. 1187, dated the 2nd April, 1965, published in the Gazette of India dated the 17th April, 1965, in Part—II, Section-3, sub-section (ii), at pages 1326 to 1330;—

(a) at page—1326:—

(i) below the words and figures "New-Delhi the 2nd April, 1965." read "NOTIFICATION";

(ii) in line 28, for "any rights or over" read "any rights in or over";

(b) at page—1327:—

In line 18, for "73(P)" read "73";

(c) at page—1329:—

in line 29, for "H-C-F-E-D-C lines" read "H-G-F-E-D-C lines";

[No. C2-20(16)/63.]

*New Delhi, the 8th July 1965*

**S.O. 2037.**—In the notification of the Government of India, in the Ministry of Steel and Mines (Department of Mines and Metals), No. D.O. 4125, dated the 24th November, 1964, published in Part II, Section 3, Sub-section (ii), of the Gazette of India dated 5th December, 1964, at page 4607, for "29th September, 1964" read "29th June, 1964".

[No. C2-20(19)/64.]

**S.O. 2038.**—In the notification of the Government of India, in the Ministry of Steel and Mines (Department of Mines and Metals), No. S.O. 4124, dated the 24th November, 1964, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 5th December, 1964, at page 4606, for "29th September, 1964" read "29th June, 1964".

[No. C2-20(20)/64.]

*New Delhi, the 8th July 1965*

**S.O. 2039.**—Whereas by a notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 4124 dated the 24th November, 1964 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification;

And whereas the Central Government after considering the report and after consulting the State Government of Bihar is satisfied that the lands measuring 50.00 acres (approximately) or 20.25 hectares (approximately) described in the said Schedule and reproduced in the Schedule below should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 50.00 acres (Approximately) or 20.25 hectares (approximately) described in the said Schedule are hereby acquired.

The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

#### SCHEDULE

#### (BLOCK IV—BOKARO COAL FIELD)

Drawing No. Rev/13/65 dated  
10-3-1965.

All Rights.

(showing lands acquired).

Serial No.	Name of the village	Thana	Thana Number	District	Area in acres	Remarks
1.	Baidkaro	Nawadih	20	Hazaribagh		Part
2.	Kargali	Nawadih	66	Hazaribagh		Part
3.	Phusro	Nawadih	67	Hazaribagh		Part

Total area : 50.00 acres (approximately)  
OR 20.25 HECTARES (approximately)

Plot number acquired in Village Baidkaro: 1269(P).

Plot number acquired in Village Kargali: 292.

Plot number acquired in Village Phusro: 1(P).

*Boundary Description:*

A-B line passes through plot number 1269 in Village Baidkaro (Damodar River) & meets at point B (which is also the Part Eastern boundary of Bokaro Colliery).

B-C line passes along the part Central line of Damodar River i.e. along part common boundary of villages Chalkari and Baidkaro, common boundary of villages Chalkari and Kargali & part common boundary of villages Chalkari and Pusro and meets at point 'C' (which is also the part northern and north eastern boundary of Chalkari Block acquired U/S 9(1) of Coal Act under S.O. 2979 dated 8th December, 1961).

C-D line passes through plot number 1 in village Phusro (Damodar River) and meets at point 'D'.

D-A line passes along the part left Bank of Damodar River in villages Phusro, Kargali and Baidkaro and meets at point 'A' (which is also the South Western Boundary of Kargali Colliery).

[No. C2-20(20)/64.]

**S.O. 2040.**—Whereas by a notification of the Government of India in the Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 4125 dated the 24th November, 1964 under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule appended to that notification;

And whereas the Central Government after considering the report and after consulting the State Government of Bihar is satisfied that the lands measuring 35.00 acres (approximately) or 14.18 Hectares (approximately) described in the said Schedule and reproduced in the Schedule below should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the land measuring 35.00 acres (approximately) or 14.18 Hectares (approximately) described in the said Schedule are hereby acquired.

The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, 1. Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

**SCHEDULE**

Drg.No Rev/12/65  
Dated 10-3-65.

(showing lands acquired).

**(BLOCK III—BOKARO COAL FIELD)**

**All Rights.**

Sl. No.	Name of village	Thana	Thana number	District	Area in Acres	Remarks
1.	Jarangdih	Nawadih (Gumia)	116	Hazaribagh		Part.
Total area : 35.00 acres (approximately) OR 14.18 Hectares (approximately).						

*Plot numbers acquired in village Jarangdih :*

181(P), 184(P), 185, 186(P), 193(P), 195(P), 196(P), 197(P), 198(P), 199(P), 200, 201, 202, 203(P), 204(P), 205(P), 206(P), 207(P), 282(P), 300(P), 301(P), 302, 303(P), 304 to 315, 316(P), 317, 318, 319, 320, 321, 322(P), 325(P), 329(P), 330(P), 375(P), 376(P), 1269(P).

*Boundary Description:*

A-B-C- lines pass along the part common boundary of villages Jarangdih & Borea and Villages Jarangdih and Kathara and meet at point 'C' (which is also the part common boundary of Jhirki-Mahlibandh Block acquired u/s 9(1) of Coal Act under S.O. number 2975 dated 8th December, 1961).

C-D line passes along the part common boundary of villages Jarangdih and Kathara (in Damodar River) and meets at point 'D'.

D-E line passes along the part Central line of Damodar River i.e. along part common boundary of villages Jarangdih and Khetko and meets at point 'E'.

E-A line passes through plot numbers 1269, 316, 376, 375, 322, 325, 329, 330, 301, 300, 303, 202, 282, 204, 205, 206, 207, 195, 196, 197, 198, 199, 193, 186, 181, and 184 in village Jarangdih and meets at point 'A' (which is also the part common boundary of Jarangdih Colliery).

[No. C2-20(19)/64.]

S. KRISHNASWAMY, Under Secy.

**MINISTRY OF TRANSPORT**

**(Transport Wing)**

*New Delhi, the 25th June 1965*

**S.O. 2041.**—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that all contracts and instruments required to be made in the exercise of the executive powers of the Union in connection with the laying of electric cables and water pipes required for the College building at Sewri, Bombay may be executed on his behalf by the Principal, Nautical and Engineering College, Bombay.

[No. 22-MT(5)/65.]

D. S. NIM, Dy. Secy.

**(Transport Wing)**

**PORTS**

*New Delhi, the 8th July 1965*

**S.O. 2042.**—In exercise of the powers conferred by sub-section (1) and (6) of section 3 of the Major Port Trusts Act 1963 (38 of 1963), the Central Government hereby appoints the Director of Municipalities in the State of Kerala as a trustee of the Board of Trustees of the Port of Cochin and makes the following amendment in the Notification of the Government of India in the Ministry of Transport (Transport Wing) G.S.R. No. 587 dated the 31st March, 1964, namely:—

In the said notification, against item No. 6, for the entry "Municipal Commissioner, Ernakulam" the entry "the Director of Municipalities, Kerala" shall be substituted.

[No. F. 6-PG(2)/65.]

*New Delhi, the 13th July 1965*

**S.O. 2043.**—In pursuance of sub-section (2) of Section 6 of the Calcutta Port Act, 1890 (Bengal Act III of 1890) it is hereby notified that in accordance with the provisions of Section 16 of the said Act Shri Balai Bhusan Paul of Ramanath Paul Road, Calcutta-23, has been elected by the Corporation of Calcutta to be a Commissioner for the Port of Calcutta *vice* Shri Tulsi Charan Paul resigned.

[No. 9-PG(30)/65.]

R. RANGARAJAN, Under Secy.

## MINISTRY OF EDUCATION

### CORRIGENDA

#### ARCHAEOLOGY

*New Delhi, the 6th July 1965*

**S.O. 2044.**—In the Schedule to the notification of the Government of India in the Ministry of Education No. S.O. 2124 dated 20th June, 1964, published in Part II, section 3 (ii) of the Gazette of India at pages 2512 to 2517 of the said date:—

at page 2513, in the entries in column 8,  
for "3·60".

Read "3·58".

[No. F. 4-12/64. C. I.]

**S.O. 2045.**—In the Schedule to the notification of the Government of India in the Ministry of Education No. 626 dated 20th February, 1965, published in Part II, Section 3 (ii) of the Gazette of India at pages 700 to 705 of the said date:

at page 702, in the entries in column 8,  
for "3·60".

Read "3·58".

[No. F. 4-12/64. C. 1.]

SHARDA RAO, (Mrs.)

Assistant Educational Adviser.

## MINISTRY OF COMMUNITY DEVELOPMENT & COOPERATION

### (Department of Cooperation)

*New Delhi, the 29th June 1965*

**S.O. 2046.**—In exercise of the powers conferred by Section 5B of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Community Development and Cooperation, (Department of Cooperation) No. S.O. 1593, dated the 28th June, 1961, published at page 1555 of Part II Section 3 (ii) of the Gazette of India of the 8th July, 1961, namely:—

In the said notification against Serial No. 4 for the entry 'Shri S. B. Kazi' the entry 'Shri V. Subramanion' shall be substituted.

[No. 3-14/64-CT.]

A. C. BANDOPADHYAY, Dy. Secy.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 29th June 1965

**S.O. 2047.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

SCHEDULE

ADDENDUM:

State—West Bengal	Distt—Burdwan	Thana—Burdwan		
	Village		Survey No. (Plot Nos.)	Extent (Area)
Putunda, J.L. 154	.	.	2158	·15
			2159	·10
Dangachha, J.L. 73	.	.	196	·01

[No. 31(33)/63-ONG-Vol.16.]

**S.O. 2048.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

## SCHEDULE

## ADDENDUM:

State—West Bengal

Distt.—Burdwan

Thana—Memari

Village	Survey Nos. (Plot Nos.)	Extent (Area)
Bhaita, J.L. 40 . . . . .	1735 1736 1737 1738 1739	·005 ·04 ·28 ·08 ·01
Chanchai, J.L. 46 . . . . .	3586	·07
Sahapur, J.L. 49 . . . . .	171	·02

[No. 31(33)/63-ONG-Vol.13.]

**S.O. 2049.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

## SCHEDULE

## ADDENDUM:

State—West Bengal

Distt.—Midnapore

Thana—Mahisadal

Village	Survey Nos. (Plot Nos.)	Extent (Area)
Kalikakundu, J.L. 148 . . . . .	77 1925 2380 2416	·05 ·20 ·16 ·08

[No. 31(33)/63-ONG-Vol.4.]

**S.O. 2050.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

#### SCHEDULE

##### ADDENDUM:

State: West Bengal	Distt.—Midnapore	Thana—Sutahata
Village	Survey Nos. (Plot Nos.)	Extent (Area)
Kishorpur, J.L. 171	563	0.30

[No. 31(33)/63-ONG-Vol.12.]

**S.O. 2051.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

#### SCHEDULE

##### ADDENDUM:

State—West Bengal	Distt.—Burdwan	Thana—Glas
Village	Survey Nos. (Plot Nos.)	Extent (Area)
Chakmuria, J.L. 138	784 785 979 982 988	.12 .08 .34 .06 .04
Khano, J.L. 139	7941 7943	.10 .03
Mankar, J.L. 37	8589	.13
Sarul, J.L. 136	225 326	.02 .05

[No. 31(33)/63-ONG-Vol.11.]

**S.O. 2052.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

#### SCHEDULE

#### ADDENDUM:

State:—West Bengal			Distt.—Burdwan			Thana—Jamaipur		
Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)
Nabagram, J.L. 16	1544	·01	Duttapur, J.L. 23— <i>contd.</i>	834	·01	Amra, J.L. 112	229	·08
	1545	·12		851	·12		322	·13
	1546	·02		852	·10		324	·02
Ajhapur, J.L. 20	563	·12		882	·14		325	·04
	565	·09		905	·04		326	·14
	570	·12		911	·14		327	·15
	571	·10		913	·01		328	·04
	572	·09	Jaugram, J.L. 114				329	·13
	573	·005					336	·04
	627	·09					337	·04
	628	·005					338	·04
	629	·09					339	·005
	630	·01					805	·08
	631	·05					806	·08
	632	·14					807	·06
	635	·02					810	·08
	636	·02						
Purba Sadipur, J.L. 21	142	·32		5796	·08			
	148	·14		5804	·06			
	149	·05		5805	·11			
	225	·01		5807	·01			
	237	·10		5808	·12			
	242	·09		5809	·13			
	243	·005		5810	·01			
	297	·01		5840	·02			
	298	·07		5866	·03			
	300	·005		5867	·04			
	301	·13		5868	·06			
	302	·01		5869	·08			
	317	·005		5870	·06			
	368	·02		5871	·005			
	369	·05		7041	·02			
Duttapur, J.L. 23	792	·01						
	803	·04						
	833	·16						

**S.O. 2053.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

### SCHEDULE

#### ADDENDUM:

State—West Bengal			Distt.—Hooghly		Thana—Dhaniakhali	
Village	Survey Nos. (Plot Nos.)	Extent (Area)	Village	Survey Nos. (Plot Nos.)	Extent (Area)	
Naopara, J.L. 193	857	·005	Cheragram, 158— <i>contd.</i>	1125	·06	
	858	·05		1132	·05	
	859	·10		2737	·02	
	860	·05		2738	·02	
	862	·14		2739	·05	
	864	·005		2747	·02	
	865	·05		2749	·03	
	1064	·06				
Kanuibanka, J.L. 197	1029	·56	Dakshin Abhirampur, J.L. 78	817	·005	
	1060	·36		818	·12	
	1069	·005		820	·04	
	1379	·12		937	·005	
				938	·16	
Gurap, J.L. 126	320	·02		945	·10	
	322	·03		946	·03	
	336	·10		947	·01	
				950	·01	
Cheragram, 158	472	·12		951	·37	
	473	·02		965	·03	
	754	·04		966	·35	
	755	·08		967	·01	
	756	·11		982	·24	
	757	·09		995	·01	
	758	·16		996	·02	
	761	·02		1006	·22	
	764	·08		1007	·02	
	765	·28		1012	·09	
	767	·005		1017	·10	
	775	·03		1040	·12	
	777	·10		1045	·20	
	778	·03				
	779	·07	Mandara, J.L. 77.	284	·29	
	780	·08		386	·12	
	888	·13		391	·04	
	1111	·005		392	·02	
	1121	·09		394	·05	
	1123	·04		395	·01	

Village	Survey Nos. (Plot nos.)	Extent (Area)	Village	Survey Nos. (Plot nos.)	Extent (Area)
Mandara, J.L. 77— <i>contd.</i>	405	·04	Mandara, J.L. 77— <i>contd.</i>	1084	·005
	406	·08		1085	·01
	408	·04		1086	·07
	411	·05		1087	·05
	412	·12		1088	·005
	413	·02			
	458	·02	DAKSHIN MOGALPUR,		
	836	·12	J.L. 76	460	·18
	837	·10		461	·06
	848	·08		479	·03
	849	·06		480	·36
	1054	·01		481	·05
	1055	·11		482	·005
	1071	·25		483	·05
	1074	·18		484	·10
	1081	·01		485	·05
	1082	·04		486	·16
	1083	·04			

[No. 31(33)/63-ONG-Vol.17.]

**S.O. 2054.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum between Barauni Refinery in Bihar State and Haldia Port in Calcutta in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto.

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority, 9, Syed Amir Ali Avenue, Calcutta-17 in the office of the Indian Oil Corporation Limited. Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

#### SCHEDULE

#### ADDENDUM:

State—West Bengal

Distt.—Howrah

Thana—Amta

Village	Survey Nos. (Plot Nos.)	Extent (Area)
Sibgachhla, J.L. 76	1395	·02

[No. 31(33)/63-ONG-Vol.23.]

**S.O. 2055.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from the Ankleshwar Oil Field in Gujarat State to Uttran in Gujarat State, pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Competent Authority at Lalitchandra Maganbhai Patel's Bldg., 4th Floor, Sayaji Gunj, Lokmanya Tilak Road, Baroda, in the office of the Gujarat Pipeline Project (Oil and Natural Gas Commission). Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

#### SCHEDULE

State—Gujarat		District—Broach		Taluka—Olpad		
Village	Survey No.	Acre	Guntha	Sq. Yds.	Sq. Ft.	
Kareli	201	0	28	36	1-1/2	

[No. 31(38)/63-ONG.]

#### CORRIGENDUM

*New Delhi, the 29th June 1965*

**S.O. 2056.**—In the Schedule to the notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 1415 dated the 23rd April, 1965 published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 1st May, 1965 in village Jote Ghanshyam J. L. 240 read plot No. 5651 for Plot No. 5641.

[No. 31(33)/63-ONG-Vol.14.]

P. P. GUPTA, Under Secy.

*New Delhi, the 5th July 1965*

**S.O. 2057.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from the Ankleshwar Oil Field in Gujarat State to Baroda in Gujarat State, pipelines should be laid by the Oil and Natural Gas Commission and that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the land described in the Schedule annexed hereto;

2. Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

3. Any person interested in the said land, may, within 21 days from the date of this notification, object to the laying of the pipelines under the land to the Liaison Officer, Competent Authority at Elampecco, 4th Floor, Sayaji Ganj, Opp: College, Lokmanya Tilak Road, Baroda in the office of the Gujarat Pipelines Project (Oil and Natural Gas Commission). Every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

## SCHEDULE

State—Gujarat

District—Baroda

Taluka—Padra

village	Survey No.	Acre	Guntha	Sq. yds.
Sarasavani . . . . .	770/2	0	1	107

[No. 31(38)/63-ONG(Padra).]  
H. C. SHARMA, Under Secy.

## MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

New Delhi, the 3rd July 1965

**S.O. 2058.**—In exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), the Central Government hereby makes the following further amendments to the Tobacco Grading and Marking Rules, 1937, the same having been previously published as required by the said section, namely:—

*Amendments*

In the said rules,—

(a) for Schedule II, the following Schedule shall be substituted namely:—

## "SCHEDULE—II

*Grade designations\* and definition of quality of unmanufactured Flue-cured Virginia† tobacco grown in India.*

(See rules 2 and 3)

Grade Designation	Colour	Texture ‡	Body and condition
1	2	3	4
1§	Bright lemon and/or bright yellow and/or bright orange.	Good to Fine	Good body leaves or strips free from sponginess, scalding, bruising or other §§blemish.
2§	Do.	Good	Good body leaves or strips which may have light and occasional spongy or brown spots or other blemish all together not exceeding 5% of the total area.
APII	Bright lemon and/or bright orange and/or yellow to light orange.	Fine to Medium	Good body leaves or strips consisting of Agmark grades 1 and 2 put together not less than 45 per cent and the balance of Agmark grade 3.
ASII	Do.	Do.	Good body leaves or strips consisting of Agmark grades 1 and 2 put together not less than 30 per cent and the balance of Agmark grade 3.

1	2	3	4
AT II	"Bright lemon and/or bright orange and/or yellow to light orange.	Fine to medium	Good body leaves or strips consisting of Agmark grades 1 and 2 put together not less than 15 per cent and the balance of Agmark grade 3.
3§	. Lemon and/or Yellow and/or light orange.	Medium to Good	Good body leaves or strips which may have spongy or brown spots or other §§blemish altogether not exceeding 10% of the total area.
PLG	. Bright lemon and/or bright orange and/or yellow to light orange with light green cast on the veins, midribs, periphery and tips.	Fine to medium	Good body leaves or strips having the characteristics of Agmark grades 1, 2, 3, and 4 separately or mixed with light green cast as specified in column 2. Patches of deeper shades of greenish or brownish cast or other blemish §§ altogether shall not exceed 10 per cent of the total area.
4§	. Lemon and/or Yellow and/or light orange.	Medium to Good.	Good body leaves or strips which may have spongy or brown spots or other §§blemish altogether not exceeding 25% of the total area.
LG§	. Light green coloury	. Medium to Fine	Good body leaves or strips which may have spongy or brown spots or other §§blemish altogether not exceeding 10% of the total area.
LMG	. Light medium green	. Medium to coarse.	Good body leaves or strips which may have spongy, scalded or brown spots or other §§blemish, altogether not exceeding 25% of the total area.
MG	. Medium green	. Do.	Good body leaves or strips which may have spongy, scalded or brown spots or other §§blemish, altogether not exceeding 25% of the total area.
DG	. Dark green	. Do.	Good body leaves or strips.
LBV	. Light brownish lemon and /or light brownish yellow and/or light brownish orange.	Medium to good	Good body leaves or strips which may have brown patches spongy, scalded or bruised spots or other §§blemish due to disease, altogether not exceeding 25% of the total area.
LBV 2	. Light brownish lemon and /or light brownish yellow and /or light brownish orange.	Coarse to medium	Good body leaves or strips which may have brown patches, spongy, scalded or bruised spots or other §§blemish, altogether not exceeding 50% of the total area.

1	2	3	4
B	Brown . . . .	Coarse to medium	Good body leaves or strips which may have brown patches, spongy, scalded or bruised spots or other §§ blemish due to disease altogether not exceeding 65% of the total area.
DB	Dark brown . . . .	Do.	Good body leaves or strips which may have brown patches, spongy, scalded or bruised spots or other §§ blemish not exceeding 65% of the total area.
***DDB	Deep dark brown . . . .	Do.	Good body leaves or strips which may have spongy, scalded or bruised spots or other §§ blemish altogether not exceeding 65% of the total area.
DBL	Dark brown . . . .	OF DB and PL	Good body leaves or strips which may have brown patches, spongy, scalded or bruised spots or other §§ blemish not exceeding 65% of the total area and PL leaves not exceeding 50% of the total quantity.
Bright bits	Bright lemon and/or bright yellow and/or bright orange, lemon and/or yellow and/or light orange, light brownish lemon and/or light brownish yellow and light brownish orange, light green coloury.	Medium to fine.	Broken pieces not less than 5 centimetres long.
Semi bright bits.	Light brownish lemon and/or light brownish yellow and / or light brownish orange and/or brown and/or light medium green.	Coarse to medium	Broken pieces not less than 5 centimetres long.
Dark bits	Dark brown and/or medium green and/or dark green.	Do.	Do.
Bright PL	Colours of all the foregoing grades separately or mixed except MG, DG, B, DB and DDB.	Variable	Body not covered by the description given for any of the foregoing straight grades.
Dark PL	Colours of grades B, DB, MG and DG separately or mixed.	Do.	Do.
X ¶	..	..	..
FS **	Bright lemon or bright orange or yellow to light orange or light brownish yellow or brown light green or light medium green mixed	Variable	Broken pieces not less than 2.5 centimetres.
FS 2††	Bright lemon or bright orange or yellow to light orange or light brownish yellow or brown light green or light medium green or mixed.	Do.	Broken pieces of less than 2.5 centimetres in length and free from dust and extraneous matter.

1	2	3	4
Stems	..	Stems shall consist of midribs of leaves removed to the extent of at least three-fifths or 60% of the length of the leaf in the process of stemming from Virginia varieties of tobacco and their hybrids.	

\*In the case of grade designation 2, 3, 4, LG, LMG, MG, LB, LB2, and B composite grades may be indicated by adding the expression "(C)" after the relevant grade designation under the following conditions namely:—

- (i) The composite grade shall not contain more than three consecutive grades. For this purpose the green grades shall be treated as a separate series but grade LG may have an admixture of grade 4.
- (ii) The expression "(C)" shall be applicable to the middle grade of the three consecutive grades. The middle grade shall be the principal grade and it shall not be less than 70 per cent of the total weight. The next lower grade to the principal grade shall not exceed 15 per cent of the total weight.
- (iii) The consignment is sold to a recognised manufacturer against a written order and not in the open market. In case the manufacturer does not accept the consignment, the authorised packer on producing satisfactory evidence to that effect to the Agricultural Marketing Adviser to the Government of India or to any other Officer authorised by him in this behalf, may be permitted to sell such tobacco in the open market.

†Virginia tobacco shall consist of Virginia tobacco varieties and their hybrids having similar characteristics but shall be free from slick tobacco i.e. tobacco produced on low-lying and saline lands. If and, when it contains slick tobacco beyond 5 per cent the letter (S) shall be added to the grade on the Agmark labels.

‡To allow for accidental errors in grading, a tolerance of 5 per cent of leaves or strips corresponding to the specifications of the next lower grade will be allowed in all cases. Packages containing higher percentage of admixture will be assigned next lower grade.

§Grades 1, 2, 3, 4, LG are considered to be tobacco of distinct Bright or coloury cigarette character.

The grade designations will be applicable under the following conditions:—

- (i) That the tobacco is sold only to a recognised manufacturer of tobacco products against definite orders;
- (ii) That the tobacco shall not be sold in the market;
- (iii) That the tobacco is sold at a price calculated on the basis of proportions of three constituent grades and their prevailing prices;
- (iv) That the word "General" may be added to each of these grades if the proportion of Agmark grade 1 in the total composite packing is 4 per cent, and above, but is below 10 per cent, and the word "Special" if the proportion of Agmark grade 1 in the total composite packing is 10 per cent and above.

Grade designation will be applicable under the following conditions:—

- (1) That the sale is against a firm order, the expression "firm order" being defined to mean either that the whole of the purchase money is to be paid in cash beforehand or is guaranteed in some other way.
- (2) That the consignment is sold to a recognised manufacturer according to specifications and blends which are not covered by designations and definitions of quality laid down in the schedule read with the

footnote regarding tolerance given above in footnote marked†. If the order is placed by broker on behalf of a manufacturer/manufacturers, evidence should be produced to prove that the whole of the consignment is meant for use of the manufacturer/manufacturers concerned. A recognised manufacturer shall mean a manufacturer of tobacco products or by-products recognised by the Agricultural Marketing Adviser to the Government of India as such.

- (3) The tobacco marked under 'X' grade shall not be sold in the market. But in exceptional cases where the manufacturer does not accept the consignment of 'X' grade tobacco intended for him, the authorised packer concerned shall produce satisfactory evidence to that effect to the Agricultural Marketing Adviser to the Government of India or to any Officer authorised by him in this behalf who may permit the authorised packers to sell such tobacco in the open market.

\*\*The grade designation shall be applicable only on condition that the grade designation shall be affixed only where the packing is done at the specified premises of packers authorised to grade and mark Flue-cured Virginia tobacco under the supervision of the Tobacco Inspection staff.

††The grade designation shall be applicable only on condition that the grade designation shall be affixed only when the packing is done at the specified premises of packers authorised to grade and mark Flue-cured Virginia tobacco under the supervision of the Tobacco Inspection staff.

‡‡The grade designation shall be applicable on condition that the consignment is meant for export against a firm order from buyers from foreign countries other than the United Kingdom the expression "Firm order" being defined to mean either that the whole of the purchase money is to be paid in cash before hand or is guaranteed in some other way.

§§'Blemish' includes damage due to pests and diseases.

\*\*\*It may include artificially fermented tobacco with moisture content not exceeding 17 per cent.

All the above grades of Flue-cured Virginia tobacco containing more than 5 per cent admixture of undesirable tobacco produced on saline and low-lying areas shall be marked with an additional letter 'S' alongwith the grade designation".

[No. F. 11-4/65-AM.]

**S.O. 2059.**—In pursuance of clause (f) of section 3 of the Agricultural Produce (Grading and Marking) Act 1937 (1 of 1937) and clauses (i) & (K) of rule 4 of the General Grading and Marking Rules, 1937, the Central Government hereby fixes, with effect from the date of publication of this notification, label charges for Agmark labels to be affixed on the containers of the following commodities intended for export at the rates indicated against them, namely:—

Name of the commodity.	Unit size of packing	Lable charges per-pack.
1	2	3
		Rs. paise
1. Tendu Leaves	30—35 Kg	0.25
	60—65 Kg	0.50
	66—90 Kg	0.85
	91—120 Kg	1.00
	Other pack sizes	0.10 for every 10 kg. or part thereof
2. Ginger.	27—30 Kg	0.10
	64 Kg	0.20
	Other pack sizes	0.03 for every 5 kg. or part thereof.

1	2	3
3. Turmeric.		Rs. Paise.
(a) Bulbs and fingers	64 Kg 0.50 73—76 Kg 0.60 89—92 Kg 0.75 Other packs 0.05	for every 5 kg. or part thereof
(b) Powder . . . . .	75 Kg 1.00 Other pack sizes 0.20	for every 1 kg or part thereof
4. Table Potatoes. . . . .	45 Kg 0.10 60 Kg 0.15 Other pack sizes 0.03	for every 10 kg. or part thereof
5. Onions . . . . .	14—25 Kg 0.03 36—50 Kg 0.06 Other pack sizes 0.02	for every 10 kg or part thereof.
6. Garlics . . . . .	18 Kg 0.10 25 Kg 0.15 50 Kg 0.25 Other pack sizes 0.06	for every 10 kg. or part thereof.
7. Pulses . . . . .	75 Kg 0.30 50 Kg 0.20 Other pack sizes 0.05	for every 10 kg. or part thereof.

[No. F. 15-19/65-AM.]

SANTOKH SINGH, Under Secy.

## DEPARTMENT OF SOCIAL SECURITY

*New Delhi, the 3rd July 1965*

**S.O. 2060.**—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby appoints Shri D. T. Ghatpande, to be an Inspector for the whole of the State of Maharashtra and the Union territory of Goa Daman and Diu *vice* Shri B. N. Raval for the purposes of the said Act and of any Scheme framed thereunder, in relation to an establishment belonging to or under the control of the Central Government, or in relation to any establishment connected with a railway company, a major port, a mine, or an oilfield or a controlled industry.

[No. 17(71)/65-PF-I (i).]

**S.O. 2061.**—In exercise of the powers conferred by sub-section (2) of section 5D of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Department of Social Security No. S.O. 1918 dated 9th June, 1965 the Central Government hereby appoints Shri D. T. Ghatpande as the Regional Provident Fund Commissioner, for the whole of the State of Maharashtra and the Union territory of Goa, Daman and Diu, to assist the Central Provident Fund Commissioner in the discharge of his duties.

2. This notification shall be deemed to have taken effect on 15th June, 1965.

[No. 17(71)/65-PF-I (ii).]

*New Delhi, the 7th July 1965.*

**S.O. 2062.**—Whereas Kumari Mono Samuel and Sarvashri R. Gururaja, P. Gopal, P. Ethirajan and J. R. Surendranath are no longer employed as Inspectors in the Employees' Provident Fund Organisation in the State of Madras;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government hereby—

(1) rescinds the notifications of the Government of India in the late Ministry of Labour and Employment specified below; namely:—

- (1) S.O. No. 954 dated 8th April, 1960, (No. 31(723)/60-PF-I;
- (2) S.O. No. 2984 dated 30th November, 1960 (No. 31(723)/60-PF-I;
- (3) S.O. No. 1346 dated 2nd June, 1961 (No. 31(773)/60-PF-I;
- (4) S.O. No. 1954 dated 30th May, 1964 (No. 20(72)/64-PF-I; and

(2) makes the following amendment in the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 3848 dated the 13th December, 1962, namely:—

In the said notification, the name "J. R. Surendranath" shall be omitted.

[No. 20(72)/64-PF-I.]

*New Delhi, the 8th July 1965*

**S.O. 2063.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st day of August, 1965, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following area of the State of Madras, namely:—

The revenue village of Perur Chettipalayam in the Coimbatore Taluk of Coimbatore District.

[No. F. 13(24)/65-HI.]

DALJIT SINGH, Under Secy.

## MINISTRY OF LABOUR AND EMPLOYMENT

*New Delhi, the 3rd July 1965*

**S.O. 2064.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Bejdih Colliery of Messrs Equitable Coal Company, Limited, Post Office Dishergarh, District Burdwan and their workmen which was received by the Central Government on the 29th June, 1965.

### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference Under Sec. 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47).

REFERENCE No. 77 of 1963

#### PARTIES:

Employers in relation to the Bejdih Colliery of Messrs Equitable Coal Company Limited, Post Office Dishergarh, Burdwan.

AND

Their workmen.

#### PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.—*Presiding Officer.*

#### APPEARANCES:

*For the Employers*—Sarvashree S. S. Mukherjee, Advocate, and S. K. Bhattacharyya, Labour Adviser.

*For the Workmen*—Sarvashree K. L. Paul, Advocate, B. P. Jha, Secretary, S. K. Rudra, Joint Secretary, and T. N. Chakravarty, Colliery Mazdoor Congress.

STATE: West Bengal.

INDUSTRY: Coal.

Dhanbad, dated the 31st May, 1965

## AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 6/19/63-LRII, dated 23rd September, 1963 referred an industrial dispute existing between the employers in relation to the Bejdih Colliery of Messrs Equitable Coal Co. Ltd. and their workmen in respect of the matter specified in the schedule annexed to the reference, reproduced below, for adjudication to this Tribunal under Section 10(1) (d) of the I.D. Act 1947:

## SCHEDULE

"Whether the management of Bejdih Colliery of Messrs Equitable Coal Company Limited, Post Office Dishergarh, is justified in ordering transfer of Shri Madan Chattaraj, Underground Time Keeper, from Bejdih Colliery to Ranipur Colliery as a Clerk? If not, to what relief is he entitled?"

2. On behalf of the concerned workman, Colliery Mazdoor Congress, filed a written statement on 5th October, 1963. The Company also filed its written statement on 10th November, 1963.

Sarvashree S. S. Mukherjee, Advocate, and S. K. Bhattacharyya, Labour Adviser, M.W.2., appeared for the Company and Sarvashree K. L. Paul, Advocate, B. P. Jha, Secretary, S. K. Rudra, Joint Secretary, and T. N. Chakravarty, an officer of the Colliery Mazdoor Congress, appeared for the Union, which represented the workman concerned.

Both the parties filed documents, which, with mutual consent, were taken in evidence and marked Exhibits. Documents filed by the management were marked Exhibits M to M.7 and those filed by the Union were marked Exhibits W to W.1.

Both parties examined witnesses. On behalf of the Company, M.W.1, Sri G. S. D. Taneja, who was the Agent at the relevant time, and, M.W.2, Sri S. K. Bhattacharyya, Labour Adviser, were examined. On behalf of the Union, however, the concerned workman, Sri H. M. Chattaraj (hereinafter referred to for the sake of brevity as 'Chattaraj' only) was examined as W.W.1.

3. The case of Chattaraj was that he was originally appointed about 20 years ago in near about 1944 and since then all along he was doing the job of Time Keeper at Valadih Colliery, wherefrom he was transferred to Bejdih, and therefrom, to Dhemo Main and again to Bejdih Colliery in the same post and category as an Underground Time keeper; that he being an inhabitant of Methani Village carried on his job for all these years from his village home as the aforesaid collieries and establishments were within a radius of about two miles and caused no hardship or inconvenience whatsoever to him in rendering service to the company; that he gave his valuable agricultural land to the company for the development of the mines and he was given definite understanding that he would all along be allowed to serve the company by staying at his village home and he will not be transferred to a distant place where he can lose his home comfort; that he is an active member of the Union and for trade union activities the management became annoyed with him and, therefore, as a punishment he had been transferred to a distant colliery, Ranipur, which is about 23 miles from his village home; that Sri Taneja, M.W.1, was the Agent of the Colliery at the relevant time and while he was Manager of Dhemo Main Colliery he (Chattaraj) had differences with him there over the allotment of his work and, therefore, when Sri Taneja became Agent of the Bejdih Colliery he took revenge against him and transferred him to Ranipur Colliery; that he was not transferred to Ranipur Colliery in his substantive post as Time Keeper but in the post of Magazine Clerk, which vacancy was specially created at Ranipur Colliery at that time by Sri Taneja and by his transfer his position and prestige were lowered and this amounted to demotion in rank and category; that he never worked below the rank and category of Underground Time Keeper or Time Keeper and this transfer has caused appreciable prejudice to the conditions of service and as such the order of transfer is illegal, wrong, *malafide* and unjustified; and that as no notice under Sec. 9A of the Industrial Disputes Act, 1947, which was essential, was given, this transfer is illegal. On these grounds it was prayed that his transfer from

Bejdih Colliery to Ranipur Colliery be declared unjustified and illegal and wrongful and he may be re-transferred to Bejdih Colliery where he was working and he may be given the benefit of continuity of service, besides wages for the entire period of his idleness.

4. The defence of the management was that Chattaraj, the concerned workman, was transferred from Bejdih Colliery to Ranipur Colliery under the same management as a Clerk in Grade II and as such there was no change in the conditions of his service and that in spite of the order of the Agent transferring him to Ranipur he did not join there and carry out the order of transfer; that the story of an assurance having been given by the Company is false, because transfer is an implicit condition of service according to the standing orders of the company; that the company has no information that Chattaraj was an active member of the Union and it is false to say that a responsible officer, like the Agent, will take revenge on a Clerk for mere difference of opinion in the allotment of work after 10 or 12 years; that he was transferred as a General Clerk because the Company had surplus staff at Bejdih Colliery due to exhaustion of the Dishergarh seam and lower output whereas the Company needed extra Clerk at Ranipur Colliery, and, therefore, for *bonafide* administrative reasons Chattaraj was transferred; that there has been no change in the conditions of service and the status and future prospects of a General Clerk are by no means inferior to those of Underground Time Keeper and as such the question of violation of Section 9A of the Industrial Disputes Act, 1947, does not arise. For these reasons it was contended that the transfer of the concerned workman was justified and, therefore, he was not entitled to any relief.

5. The material facts, which are necessary for the decision of the reference and which have been relied upon by both parties, may be summarised as below:—

Bejdih Colliery and Ranipur Colliery admittedly belong to the same employers, namely, Equitable Coal Co. Ltd., and, therefore, both are under the same management. On 7th February, 1963 by an order of transfer Exhibit M. Chattaraj, the concerned workman, who was Underground Time Keeper, Bejdih Colliery, was transferred to Ranipur Colliery to work as Clerk on the same grade. This transfer was to be given effect to as early as possible and in any case not later than 18th February, 1963 after which his name was not to be on the rolls of Bejdih Colliery. No reasons for his transfer were given in this letter. This order of transfer Exhibit M was communicated by letter dated 14th February, 1963 Exhibit W to the workman concerned which admittedly was received on 17th February, 1963 and he was to go and join at Ranipur by 18th February, 1963. On 16th February, 1963, as will appear from Exhibit W.1, Chattaraj applied for leave for 15 days commencing from 17th February, 1963 due to his sister's marriage on which, however, no order has yet been passed.

On 21st March, 1963 Chattaraj sent an appeal Exhibit M.1 to the C.M.E. for reconsideration of the order of transfer and to transfer him to Mithani, as it was nearer his home, where he will require no quarters and further because his transfer to Ranipur will lead to various troubles, such as, shifting of establishment, education of children, dislocation of normal family affairs, etc. On 14th May, 1963 the C.M.E., in continuation of the order of transfer dated 7th February, 1963 Exhibit M, sent another letter Exhibit M.2 giving him a last chance to join at Ranipur Colliery by 22nd May, 1963, otherwise failure to do so was to result in drastic action being taken against him. On 18th June, 1963 the Union made a complaint Exhibit M.3 to the Conciliation Officer against the illegal transfer of Chattaraj in which, *inter alia*, it was mentioned that the Company had acquired all the properties of Chattaraj in lieu of which Chattaraj expects and demands an employment under the management near his village and further that Chattaraj will agree to his transfer to the neighbourhood, such as, Mithani, Valadih. On 25th June, 1963 C.M.E. sent a letter to the Conciliation Officer Exhibit M.4, in reply to the letter of the Conciliation Officer dated 19th June, 1963, stating that Chattaraj was an Underground Time Keeper and in this designation he was only a Grade II clerk and his transfer to Ranipur Colliery was made effective from 18th February, 1963 from which date his name was put on the roll of the Ranipur Colliery. The Company informed the Conciliation Officer that the order of transfer cannot be rescinded and if Chattaraj persistently refused to carry out the order of transfer the Company will have no other alternative but to dismiss him in due course.

On the bottom of Exhibit M.4 there is an endorsement dated 23rd July, 1963 to the effect that even if Chattaraj is posted as Underground Time Keeper he would not accept the transfer. This endorsement, however, is said to be an interpolation and subsequently put in the letter Exhibit M.4 by the Company. On

23rd July, 1963 the Union sent a letter to the Conciliation Officer *Exhibit M.5* giving the statement of demands. On 9th August, 1963 the C.M.E. sent a letter *Exhibit M.6* to the R.L.C. concerning the conciliation proceedings regarding the transfer of Chattaraj. *Exhibit M.7* is an order dated 21st March, 1964 passed by the Agent transferring certain persons from one Colliery to another from which it appears that one Sri Dharendra Nath Roy, Underground Time Keeper, was transferred from Mithani to Bejdih Colliery on 1st April, 1964. *Exhibit M. 8* is the Standing Orders for the Coal Mining Industry of the Company.

6. On the foregoing facts, the points urged before the Tribunal, on behalf of Chattaraj, by the Union were:

- (i) that the transfer was illegal, because the *Second proviso* to standing Order No. 26 was contravened, in that, reasonable notice of such transfer was not given;
- (ii) that the transfer was illegal also because the latter part of the first Proviso to Standing Order No. 26 was contravened;
- (iii) that there were two Underground Time Keepers at Bejdih Colliery, namely, Chattaraj and one Bola Ram Patra, whose length of service was less than that of Chattaraj, as admitted by M.W.2, but Bola Ram Patra was not transferred to Ranipur Colliery and, Chattaraj being senior was by passed and discrimination was made; and
- (iv) that Chattaraj was transferred due to quarrel with Sri Taneja, M.W.1, who was the Manager of Dhemo Main Colliery at the time when Chattaraj was there.

I would take up these points *seriatim* one by one.

Re: (i):

7. It would be useful to read standing Order No. 26, which is in these terms:

"26. All workmen are liable to be transferred from one department to another or from one station to another or from one Colliery to another under the same management *provided such transfer does not cause any prejudice to their wages and other conditions of service and provided that reasonable notice is given of such transfer.*"

Under the above standing Order, all the workmen are liable to transfer from one colliery to another if under the same management. This condition is satisfied here because both the collieries, namely, Bejdih and Ranipur collieries admittedly belong to one and the same person, that is, Equitable Coal Co. Ltd. Standing Order 26, however, lays down two provisos—the *first* is that such transfer should not cause any prejudice to the wages and other conditions of the workman concerned, and the *second* is that reasonable notice of such transfer must be given.

The Union relied on the *Second Proviso* and contended that that proviso had been contravened, in that, only one day's notice was given, which must be considered to be unreasonable. As stated earlier, the order of transfer *Exhibit M*, which was passed on 7th February, 1963, was communicated to the concerned workman on 14th February, 1963 (*vide Exhibit W*) and it was received by him on 17th February 1963 and by the order of transfer he was to join at Ranipur by 18th February, 1963. The workman, therefore, under this order of transfer, had only one day's time to join. This cannot be considered to be reasonable notice and as such there was *prima facie* contravention of the second Proviso to Standing Order No. 26.

Shri Mukherjee, however, to get over this difficulty, contended that the Company by its letter of the 14th May 1963, *Exhibit M.2*, gave the last chance to join at Ranipur Colliery by 22nd May, 1963, and, therefore, it cannot be said that reasonable notice of the transfer was not given. The effect of his contention is that the order of transfer dated 7th February, 1963 *Exhibit M* should be read along with the letter dated the 14th May, 1963 *Exhibit M.2* and then it should be decided whether reasonable notice of such transfer was given or not. This contention is no doubt attractive, but if we delve deeper it will be found that there is no merit in this contention. The letter of transfer dated 7th February, 1963 *Exhibit M*, was to take effect by 18th February, 1963 and the question whether by this order of transfer sufficient notice was given or not has to be decided on the basis of this *Exhibit M*. This order of transfer was not obeyed. Three months later a letter is sent on the 14th May, 1963, *Exhibit M.2*, saying that:

"I give you a last chance. If you join at Ranipur Colliery by 22nd May, 1963 I shall not take any disciplinary action. Failure to do so will result in drastic action."

This is an independent letter, and not a letter of transfer at all. The only order of transfer was *Exhibit M* on which alone the Company relied and on reading it the only reasonable interpretation, which could be given to it is that, on the facts above stated, no reasonable notice was given of such transfer, as one day's notice could not be considered to be reasonable notice of this transfer, and, therefore, the second proviso of Standing Order 26, which was a condition precedent to an order of transfer being effective and legal was not complied with. The fact that the Company itself based its case on *Exhibit M* and treated this letter as the order of transfer is also clear from its letter dated the 25th June, 1963 *Exhibit M.4* in which the Chief Mining Engineer informed the Conciliation Officer that:

His transfer to Ranipur was to be made effective from 18th February, 1963 from which date his name was put on the rolls of Ranipur Colliery."

This *Exhibit M. 4* is clear indication of the intention of the Company and, therefore, *Exhibit M* was the order of transfer and it should be read by itself. On this account, therefore, the transfer must be held to be illegal being in contravention of the Second Proviso to Standing Order No. 26.

Re: (ii):

8. The first proviso to Standing Order No. 26, quoted above, which is also a *must* before a transfer is legal, says that such transfer *should not prejudice the wages and other conditions of service* of the workman concerned. In the instant case, the wages are not affected. But the question is, *whether the other conditions of service are prejudiced*, as contended by the Union. According to the order of transfer, *Exhibit M*, Chattaraj was transferred to Ranipur Colliery to work as a *Clerk* on the same grade. In the course of the argument, however, Sri Mukherjee said that he was to work as a *General Clerk*, although this fact is not mentioned in the order of transfer *Exhibit M*. It will appear from the Award of the All India Industrial Tribunal (Colliery Disputes), better known as Coal Award, that in Appendix XVI, Grading and Nomenclature of Clerical Staff are given. Under Grade II, several classes of clerks are there, but *simply clerk* is not mentioned. There are clerks, like, Pay Clerks, Accounts Clerks, Cash Clerk, Assistant Clerk, etc., but I do not find any class, like, Clerk only. That is the reason why the management realised this lacuna and now wanted to place the workman as *General Clerk*, which is to be found in Grade II. It is plain, however, from the above Appendix XVI that the nature of the work of a clerk or of a General Clerk, as now alleged, would not be the same as that of a Time Keeper. The management also has not alleged that the nature of the work of a Time Keeper or a General Clerk is one and the same. The grading and wages may be the same, but the nature of the work may not be the same. To demonstrate this point I may cite one instance from Appendix XVI of the Coal Award. For example, Typist also comes under Grade II, a General Clerk is also in Grade II; but it cannot be said that the work of a Typist and a General Clerk is one and the same. A Typist may do the work of a General Clerk also but a General Clerk, unless he knows typewriting, cannot do the work of a Typist. Grade and wages, therefore, are not the true indication of the nature of the work. Time Keepers are also mentioned in Grade II. That clearly shows that the work of a Time Keeper and of a General Clerk is entirely different and, therefore, in the present case, admittedly the concerned workman, who has been doing the work of a Time Keeper for so many years, is not expected to do a different work now called upon to do in the capacity of a Clerk as mentioned in *Exhibit M* or General Clerk as alleged in the argument. In my opinion, there has been change of work which will certainly prejudice the condition of his service, in that, he may not be able to do the work of a General Clerk which may ultimately result in his dismissal due to inefficiency. He may be charge-sheeted and thereafter on that ground dismissed. I, therefore, hold that the posting of Chattaraj, Underground Time Keeper, to work at Ranipur Colliery as a Clerk or a General Clerk amounted to change of the nature of his work and as such of his conditions of service.

I am, however, not impressed with the argument that as he was living near his home and he had given all the properties to the Company there was an implicit undertaking to provide him with an employment near his village which was a condition of his service.

For the reasons, given above, I, therefore, hold that the second part of the *first proviso* to Standing Order No. 26 has also been contravened and, therefore, the transfer was illegal on that score also.

Re: (iii):

9. I have no doubt that the position in law is that the right to transfer is implicit in the contract of service unless there is a contract taking away the right of transfer, and, in the instant case, Standing Order 26 is clear on the point.

On the evidence of the concerned workman, W.W.1, there was one Assistant Time Keeper, whose name was Bholaram Patra, who has now been promoted as Time Keeper, after the order of transfer of the concerned workman. Bholaram Patra was also Grade II Clerk, like Chattaraj, W.W.1, the workman concerned, admitted that during the last six months many persons were transferred from Bejdih Colliery to other collieries, but at the time when the workman was at the Colliery no one was transferred. M.W.2 Sri S. K. Bhattacharyya, the Labour Adviser of the Company, stated that he offered at the conciliation stage, which offer he repeated before the Tribunal also, that the concerned workman could join at Ranipur Colliery as Underground Time Keeper, but he has not accepted it till now. M.W.2 however admitted that Bholaram Patra and Chattaraj are in the same grade and Bholaram Patra is now Underground Time Keeper at Bejdih and there were two Time Keepers at Bejdih Colliery and now on transfer of Chattaraj there is only one. The length of service of Bholaram Patra is less than that of Chattaraj. On the above statement of M.W.2, which supports the statement of the concerned workman W.W.1, the position is that there were two Time Keepers at Bejdih Colliery, namely, Chattaraj and Bholaram Patra and, Chattaraj was senior and Bholaram Patra was junior. Why then Senior Chattaraj was transferred and the junior Bholaram Patra was retained and, thereafter, promoted in place of Chattaraj? Does it not show discrimination and prejudice? If not, what else does it show? The proper and fair course for the management, if it had no prejudice and if the management was not determined to get rid of Chattaraj, was to transfer Bholaram Patra, the junior man to Ranipur Colliery, who was junior to Chattaraj, but instead of doing this obvious thing what the management did was to transfer Chattaraj in preference to the junior man Bholaram Patra. In my opinion, this conduct of the management was unfair and unjustified and shows prejudice of the management. It does show, that the management was determined to get rid of this Chattaraj and, therefore, he was transferred to Ranipur Colliery.

Shri Mukherjee contended that even in his Appeal Exhibit M.1 the workman did not allege that the junior Time Keeper had been retained. In my opinion, non-mention of that fact is no ground to reject this plea, when it is so patent that the Tribunal cannot possibly shut its eyes to this obvious fact.

It is true that on the evidence the utmost that has been proved by W.W.1 is that he was an active member of his union but that itself is not sufficient to show victimisation.

In view of the facts stated above, Chattaraj was justified in objecting to his transfer in preference to the junior man and in not agreeing to work even as Underground Time Keeper at Ranipur Colliery which obviously would mean accepting his transfer and discrimination.

For the reasons given above, I, therefore, hold that, on this ground also, the transfer is illegal, unfair and unjustified.

Re: (iv):

10. As regards the allegation that he was transferred due to quarrel with Sri Taneja, M.W.1, I do not think there is substance in it. There is absolutely no mention about this grudge anywhere as admitted by the Union also, nor, there is any mention of this fact that there was an undertaking that he will not be transferred to a far off place due to the lands having been given to the management at the time of his employment. For these reasons I reject this contention of the Union.

11. I may here notice the argument put forward on behalf of the workman to the effect that the transfer is illegal also because of non-compliance of section 9A of the Industrial Disputes Act as no notice was given under Section 9A of the Act. The answer to this objection is that Section 9A does not apply to the present case. I have held that the contention of the workman that there was mutual understanding between the company and him at the time of his appointment that he would always be posted to a colliery near his home and not to a far off colliery, as Ranipur Colliery which is about 23 miles from his village home, and that because he has been enjoying this privilege for the last 20 years it amounted to a condition of service within the meaning of Section 9A of the Act, has not been proved. There is absolutely no evidence to prove the allegation of the workman.

No doubt the company took all the lands of the workman as admitted by the company itself but it does not mean that the company had given an undertaking that it will always post the workman to some colliery near his home. In this view, there would have been no change of conditions of service, on this ground, under Section 9A of the Act and notice, thereunder, was not necessary. This is the only ground on which the notice under Section 9A of the Act was said to be mandatory.

12. I, therefore, answer the reference in favour of the workman concerned by holding that the management of Bejdih Colliery of Messrs. Equitable Coal Co. Ltd., P.O. Dishergarh, was not justified in ordering transfer of Shri Madan Mohan Chattaraj, W.W.I, Underground Time Keeper, Bejdih Colliery, from Bejdih Colliery to Ranipur Colliery as a Clerk, or as a General Clerk, as now modified in the course of the argument, and, therefore, the transfer was unjustified, illegal, and wrongful and as such it is set aside.

13. The concerned workman, Sri Madan Mohan Chattaraj, therefore, will be reinstated to his previous job as Underground Time Keeper at Bejdih Colliery and he will also get his back wages from 19th February, 1963 till the date of his reinstatement with continuity of service and all other benefits and advantages to which otherwise he would have been entitled in law.

14. This is the award which I make and submit to the Government of India under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer.

DHANBAD,

Dated the 31st May, 1965

[No. 6/9/63/LRII.]

New Delhi, the 8th July 1965

**S.O. 2065.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited and their workmen, which was received by the Central Government on the 2nd July 1965.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Sec.10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47)

REFERENCE No. 89 OF 1963

#### PARTIES :

Employers in relation to Jamadoba Colliery of Messrs Tata Iron and Steel Co. Ltd.

AND

Their workmen.

PRESENT: Sri Raj Kishore Prasad, M.A.,B.L. Presiding Officer.

#### APPEARANCES:

For the Employers: Sarvashree S. S. Mukherjee, Advocate, and S. N. Singh, Legal Assistant.

For the Workmen: Sri B. N. Sharma, President, Congress Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 10th June, 1965

#### AWARD

Ministry of Labour and Employment, Government of India, by its Order No. 2/54/63-LRII-I dated the 21st October, 1963 referred under Sec.10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Jamadoba Colliery of Messrs. Tata Iron and Steel Co.,

Ltd., and their workmen to this Tribunal for adjudication in respect of the matter specified below:

"Whether the suspension of Shri Raj Bahadur Pandey, Trammer, by the management of the Jamadoba Colliery, from 16th May, 1963 to 27th May, 1963 and from 12th June, 1963 to 21st June, 1963 was justified; if not, to what relief is the workmen entitled?"

2. On behalf of the workmen, Shri B. N. Sharma, President, Congress Mazdoor Sangh, filed a written statement on 29-11-1963. His case was that the two suspensions in question were illegal and unjustified and they were based on false charge sheets with a view to punish him because he was Vice President of his Union and it was further said that clause 19(2) of the Standing Order of the Company had no application to the case and as such no misconduct of his had been proved and, therefore, his two suspensions in dispute should be quashed.

3. The company also filed a written statement on 2-12-1963. The defence of the company was that because the concerned workman, who was working as Trammer at the relevant time, made false statements on two occasions, which in his explanation on charge sheet being issued against him he admitted to be his mistake and as he was found guilty at the enquiry in respect of both the charge sheets in respect of the two suspensions he was suspended twice which are the subject matter of the Reference and therefore, the suspensions were justified and the concerned workman is not entitled to any relief.

4. The case was taken up on 9-6-1965. Sarvashree S. S. Mukherjee, Advocate, and S. N. Singh, Legal Assistant, appeared for the Company. Sri B. N. Sharma, President, Congress Mazdoor Sangh, appeared for the workman concerned. The workman, however, was not present personally. Both sides filed documents which, with mutual consent, were taken in evidence and marked as exhibits. Documents filed by the company were marked M to M.14 and those filed by the Union were marked Exhibits W to W.1.

5. In order to appreciate the contentions of the parties and to decide whether the two suspensions in question were justified, it is necessary to state the material facts in their chronological order in respect of each suspension, which are as below:

(a) 1st Suspension: 16-5-1963 to 27-5-1963—

5-4-1963—

The concerned workman, Raj Bahadur Pandey, filed an application Exhibit M that he worked on 3-3-1963, which was a Sunday and a Founder's Day and as such a holiday. On 18-4-1963 the Welfare Officer reported in Para 2 of his report Exhibit M.1 that the claim of the concerned workman that he worked on 3-3-1963 in that he used lamp 365 in 'A' Shift is quite false because that day happened to be the Founder's Day and Sunday, and his reference to the presence of four other men and of the man in charge of lamp room on 3-3-1963 is also quite false. On 24-4-63 a charge sheet Exhibit M.2 was served on the concerned workman for making an application on 5-4-1963 Exhibit M giving false and frivolous informations regarding his work on 3-3-1963. To this charge sheet, the concerned workman replied Exhibit M.3 on 29-4-62 pleading guilty and stated that while typing there was mistake in mentioning date and shift which is most natural and therefore, he regretted the inconvenience caused thereby to the authorities. He further said that as he was Trammer and semi-illiterate and not well conversant with English he could not make proper checking. In view of this allegation of his in his explanation Exhibit M.3, he was examined on 3-5-1963 Exhibit M.4 with reference to the charge sheet and it appears from Exhibit M. 4 that he expressed his regret in his reply to the charge sheet brought against him as it was a mistake on his part to mention 3-3-1963 in his application dated 5-4-1963 which should be natural and that the mistake was due to his being a trammer and semi-illiterate and so he again begged to be excused for it. The date has been typed as 3-3-1963 due to typing mistake. On 4-10-1963 the Welfare Officer made enquiry and submitted his report Exhibit M.5 finding him guilty. The enquiry officer, however, said in his report that the conduct of the concerned workman in giving and making false information, therefore, called for disciplinary action because it appears he made this false statement with some motive but when the situation became favourable he expressed regret. On 10/11-5-63 the Manager issued a letter to the workman concerned Exhibit M.6 informing him with reference to the charge sheet Exhibit M.2 that his misconduct

had been proved and he had been found guilty and therefore he was being suspended for 10 days with effect from 18-5-63. In these circumstances, he was suspended on the first occasion from 18-5-1963 to 27-5-1963.

(b) 2nd Suspension: 12-6-63 to 21-6-63.

On 5th April, 1963 the concerned workman made an application *Exhibit M. 7* to the Manager of the Colliery with a copy to the Regional Labour Commissioner, Dhanbad, for necessary action demanding bonus either for the quarter ending 30th June, 1962 or 31st December, 1962 as he has not been paid bonus for any of these two periods. On 19th April, 1963 the Welfare Officer, submitted a report *Exhibit M. 8* to the Manager on the aforesaid application *Exhibit M. 7* to the effect that the concerned workman has received the payment of his bonus for the quarter ending June 1962 amounting to Rs. 24.81 but still he has denied it. On 24th April, 1963 the Manager, therefore issued a charge sheet *Exhibit M. 9* on the basis of the report of the Welfare Officer *Exhibit M. 8* to the concerned workman asking him to show cause why he had dishonestly claimed in his application made on 5th April, 1963 *Exhibit M. 7* bonus for quarter ending June 1962 which he had already received before. To this charge sheet, *Exhibit M. 9*, the concerned workman submitted an explanation *Exhibit M. 10* on 28th April, 1963, in which he pleaded guilty and said that he was semi-illiterate and, therefore, a bonafide mistake was most natural and that instead of Quarter Ending September 1962 it was wrongly typed as Quarter ending June 1962, and that on scrutiny if it was found that there was no claim for bonus, he could have been informed accordingly. The concerned workman was examined with respect to his explanation by the Welfare Officer on 3rd May, 1963 and in his statement *Exhibit M. 11* he said that there was a typographical mistake in his application, instead of mentioning September 1962 it is typed as Q.E. June 1962 and as he was illiterate he did not know what was actually written and that he has now understood the position and, therefore, he may be excused for the typing mistake crept in his application. The Welfare Officer, thereafter, on 4th/10th May, 1963 submitted his report *Exhibit M. 12* in which he narrated all the facts stated above and said that the concerned workman knew his case well and before putting his signature on the application he should have consulted his identity card to ensure for which quarters he received C.B. Award Bonus. He, therefore, found him guilty of the misconduct. On 21st/23rd May, 1963 the Manager sent a letter *Exhibit M. 13* informing the concerned workman that as his misconduct in respect of the second charge sheet *Exhibit M. 9* has been proved he was being suspended for 10 days with effect from 12th June, 1963.

6. On the above facts, there can be no doubt that the two suspensions were justified as on both occasions the concerned workman admitted his guilt and wanted to get away with the plea that he was illiterate and, therefore, typing mistake had been done. In these circumstances, the management was justified in giving a lesser punishment of suspension only. I, therefore, hold that the two suspensions, namely, from 19th May, 1963 to 27th May, 1963 and 12th June, 1963 to 21st June, 1963, were justified.

7. On behalf of the workman Sri Sharma contended that Clause 19(2) of the Standing Orders of the Company *Exhibit M. 14* did not apply, because there was no question of 'theft, fraud or dishonesty in connection with the company's business or property' and, therefore, on this ground alone the two suspensions should be set aside. Clause 19 provides the different acts which denote misconduct and one such act is given in clause (2), which is "theft, fraud or dishonesty in connection with the company's business or property". It is true that no question of theft would arise in the present case but in both the cases fraud or dishonesty, in connection with the company's property, would arise, because the false claim of the concerned workman that he worked on 3rd March, 1963 knowing full well that it was Sunday and also Founder's Day and a Holiday and that he did not work at all on that day clearly shows that dishonestly he wanted to get his wages for that day and thereby committed fraud on the company and dishonestly wanted to take money from the company. Likewise, in the case of the second suspension also, his claim for bonus, which was not at all due, was of a similar nature. In my opinion therefore, clause 19(2) did apply and its requirements were satisfied, and, therefore, the concerned workman was guilty for violating clause 19(2) of the Standing Orders *Exhibit M. 14* and, as such, he was guilty of the alleged misconduct.

8. Next it was argued by Sri Sharma that the concerned workman had been victimised because he was a member of the Union and was elected on 19th May, 1963 as one of its Vice-Presidents. Sri Sharma conceded that he became

a member of this Union in March 1963, although as rightly contended by Shri Mukerjee, there was no record or evidence to support this contention. Even if that be accepted, in my opinion simply because he was a member of this Union or because he was elected as Vice President of the Union is no ground for inferring victimisation. On the facts stated above it is quite clear that the charges were proved to the hilt on the admission of the concerned workman himself. The allegations on the two charge sheets Exhibit M. 2 and M. 9 were admitted by the concerned workman in his reply Exhibit M. 3 and in his statement and M. 4 regarding Exhibit M. 2 and in his reply Exhibit M. 10 and in his statement Exhibit M. 11 regarding Exhibit M. 9. The fact, therefore, that he pleaded guilty to both the charges and put forward the defence of typing mistake on both the occasions is not at all sufficient to exonerate him from the misconduct which he committed. For these reasons in my opinion there is no substance in any of the contentions put forward on his behalf by the Union.

9. I, therefore, answer the reference in favour of the Company by holding that the suspensions of Raj Bahadur Pandey, Trammer, by the management of the Jamadoba Colliery from 18th May, 1963 to 27th May, 1963 and from the 12th June, 1963 to the 21st June, 1963 were justified and, therefore, the concerned workman was not entitled to any relief.

10. This is the award which I make and submit to the Government of India, under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer,  
Central Govt. Industrial Tribunal,  
Dhanbad.

Dhanbad, the 10th June, 1965.

[No. 2/54/63-LRII]

New Delhi, the 9th July 1965

**S.O. 2066.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Jamadoba Colliery of Messrs Tata Iron and Steel Company Limited, Jamadoba, and their workmen, which was received by the Central Government on the 3rd July 1965.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference under Sec. 10(1)(d) of the Industrial Disputes Act, 1947

REFERENCE No. 90 OF 1963

#### PARTIES:

Employers in relation to the Jamadoba Colliery of Messrs. Tata Iron and Steel Company Limited, Jamadoba

AND

Their workmen.

#### PRESENT:

Shri Raj Kishore Prasad, M.A., B.L.—Presiding Officer.

#### APPEARANCES:

For Employers—Sarvashree S. S. Mukherjee, Advocate, and S. N. Singh, Legal Assistant.

For Workmen—Sarvashree D. Narsingh Advocate, and B. N. Sharma, President, Congress Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 14th June, 1965

#### AWARD

Ministry of Labour and Employment, Government of India, by its Order No. 2/58/63-I-LRII dated the 23rd November, 1963, referred under Section

10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47), an industrial dispute existing between the employers in relation to the Jamadoba Colliery of Messrs. Tata Iron and Steel Co. Ltd., and their workmen, to this Tribunal for adjudication, in respect of the matter specified below:

"Whether the discharge from service of Shri Ram Nandan Singh, Mazdoor, Central Coal Washing Plant, Jamadoba, Post Office, Jealgora, with effect from the 13th July, 1963 by the management of Tata Iron and Steel Company Limited was justified? If not, to what relief is the workman entitled?"

2. The Company filed its written statement on 4th January 1964. Its case was that the present dispute was an individual dispute concerning an individual workman and it had neither been supported by a substantial number of workmen nor by their union and the Congress Mazdoor Sangh, which sponsored the case of the concerned workman, was neither a representative nor a recognised Union of the Colliery and the company was not aware, if the workman concerned, Ram Nandan Singh, was a member of the said union, and, therefore, the present reference was incompetent and liable to be summarily dismissed.

On merits, the case of the management was that vacancies in the concern are filled up by appointing dependents of employees if found suitable for the post; that on 12th November 1961 Ram Nandan Singh, the workman concerned, applied for a job and produced a letter purported to be signed by Raghubir, Operator, an employee of the Coal Washing Plant, and represented himself as a brother of the said Raghubir and on that representation according to the prevalent practice, Ram Nandan Singh was appointed as Badli Mazdoor of the Coal Washing Plant, but subsequently it transpired that the concerned workman had no relationship with Raghubir and he received the appointment on false representation and further that the signature on the letter produced by Ram Nandan Singh purported to be that of Raghubir was also denied by Raghubir; that, therefore, a charge sheet dated 21st May 1963 was issued to Ram Nandan Singh, the concerned workman, for giving false information and for impersonation to which he gave a reply; that thereafter a departmental enquiry was held in the presence of the concerned workman and at the said enquiry the concerned workman stated that he had paid Rs. 200/- to Raghubir for securing the false representation, that the misconduct in the charge sheet was established at the departmental enquiry and, therefore, Ram Nandan Singh was dismissed by a letter dated 11/12th July 1963 with effect from 13th July 1963; that, therefore, the dismissal of the concerned workman is *bonafide* and based on true facts and he was not entitled to any relief.

3. On behalf of Ram Nandan Singh, the Congress Mazdoor Sangh, through its President, Shri B. N. Sharma, filed a written statement on 28th March 1964. The defence of the workman concerned was that he did not submit any application on 12th November 1961 styling himself as brother of Raghubir and that the allegations to the contrary were quite false and baseless; that the enquiry was perfunctory and arbitrary and he has been illegally dismissed from service on flimsy and extraneous considerations without establishing the misconduct under clause 19(17) of the Standing Orders of the Company; that the enquiry officer has given perverse and baseless findings and the fact that the charge sheet was given to him 3 years after the alleged misconduct conclusively proves the management's pre-determined intention to victimise the workman concerned on false and frivolous and malicious grounds; that the allegation of the management that the present dispute is an individual dispute is incorrect; that, therefore, his dismissal should be set aside and he should be reinstated in his previous job with full back wages.

4. At the hearing, the management was represented by Sarvashree S. S. Mukherjee, Advocate; S. N. Singh, Legal Assistant, and L. B. Mahato, Clerk of the company. The Union, which represented the workman concerned, was represented by Sarvashree D. Narsingh, Advocate; and B. N. Sharma, President of the Union.

5. The management filed documents which were marked Exhibits M to M.13. The Union, however, did not file any document on behalf of the workman concerned. The management examined one witness, namely, Sri S. N. Singh, the Enquiry Officer, M.W. 1, whereas the workman did not examine any witness.

6. The material facts with dates and exhibit numbers in their chronological order may be stated as below:

12th November 1961.

A letter alleged to have been signed by Raghubir, Operator, Coal Washing Plant, was addressed to the Manager, Coal Washing Plant. This is *Exhibit M*. According to the evidence of Sri S. N. Singh, M.W. 1, *Exhibit M*. was originally addressed to the Manager by Ram Nandan Singh, the workman concerned, but the Manager endorsed it for presentation to M.W. 1 and the concerned workman personally presented it before M.W. 1 on 12th November 1961 and M.W. 1 made an endorsement on the same day when the application was presented to him. M.W. 1, however, admitted that *Exhibit M* did not contain the signature of Ram Nandan Singh, the concerned workman, nor did it contain any endorsement to the effect that M.W. 1 asked Ram Nandan Singh, the concerned workman, to sign and he refused to sign. On *Exhibit M*. at the bottom, there is an endorsement in the handwriting of Shri S. N. Singh, M. W. 1, dated 27th November 1961 addressed to Shri U. Prasad directing him to enter into the employment book after verifying his date of appointment and below it is the initial of the Manager on 29th November 1961.

28th January 1963.

On this date Raghubir, Operator, Coal Washing Plant, made an application to the Manager, Jamadoba Coal Washing Plant, for employment of his son-in-law on consideration of his good services. This letter is *Exhibit M*. 1. On this letter enquiry into the case of Ram Nandan Singh, the concerned workman, was set in motion.

20th May 1963.

On this date a preliminary enquiry was held by Sri S. N. Singh, M.W. 1, at which the statement of Raghubir, *Exhibit M*. 2, and the statement of Ram Nandan Singh, the concerned workman, *Exhibit M*. 3, were recorded. On the basis of the preliminary enquiry, it appears as there is no report of the Enquiry Officer of this preliminary enquiry, a charge sheet was issued against the concerned workman, Ram Nandan Singh.

21st May 1963.

On this date a charge sheet *Exhibit M*. 4 was issued to Ram Nandan to the effect that on 12th November 1961 he applied for a job styling himself as brother of Raghubir, but on enquiry it transpired that he did not bear any relation to Raghubir and, therefore, he must show cause why disciplinary action should not be taken under Clause 19(17) of the Standing Orders *Exhibit M*. 13.

25th May 1963.

Ram Nandan, the concerned workman, submitted his explanation *Exhibit M*. 5 in which he denied the charge and said that he never represented himself as brother of Raghubir and no application in writing signed by him has ever been submitted to the authorities and further that the fact that the alleged offence was committed in 1961 and the action was taken in 1963 shows that this belated charge has been issued illegally and is unwarranted.

30th May 1963.

The final enquiry was held by Sri S. N. Singh, M.W. 1, for which a notice *Exhibit M*. 6 was issued to the concerned workman who at the said enquiry was present. Raghubir was examined and cross examined by the concerned workman and also by the Enquiry Officer, *Exhibit M*. 7. Ram Nandan, the concerned workman, was also examined and questioned by the Enquiry Officer, *Exhibit M*. 8. The enquiry Officer, Shri S. N. Singh, thereafter, submitted his report *Exhibit M*. 9, finding the concerned workman guilty of the charge levelled against him. He further mentioned that the concerned workman did not produce any witness on his behalf.

12/13th June 1963.

The Manager recommended to C.M.E. *Exhibit M*. 10 that Ram Nandan Singh, the concerned workman, should be discharged and sent along with it original charge sheet and enquiry report.

2/4th July 1963.

C.M.E. sent a letter to the Manager *Exhibit M. 11* informing him that since charges brought against Ram Nandan and, the concerned workman, had been established he should be discharged from the Company's service.

11/12th July 1963.

The Manager, Coal Washing Plant, sent a letter to Ram Nandan Singh, the concerned workman, *Exhibit M. 12*, informing him that as he is guilty of the charge brought against him he is discharged from the company's service for impersonation as he has been found guilty under clause 19(17) of the Standing Orders of the Company *Exhibit M. 13*.

7. On merits Shri Narsingh challenged the enquiry on the ground that as the enquiry was conducted by Sri S. N. Singh, M.W. 1, who had personal knowledge of the incident and who was a very important witness, rather the only witness to prove the company's allegation that the application *Exhibit M* was presented by Ram Nandan, the concerned workman, although it did not bear his signature, he should not have held the enquiry and, therefore, the enquiry held by a person who had personal knowledge of the case and was a very important witness on behalf of the prosecution on a crucial question, was illegal and against the principles of natural justice. He further contended that his evidence before the Tribunal itself proves that he was an important witness but as he could not have been examined before the Enquiry Officer, since he was himself the Enquiry Officer, he has now been produced before the Tribunal, and, therefore, his evidence has no value and, as such, his evidence should be rejected as belated. These objections appear to be well founded and must be given effect to.

8. *Exhibit M* itself bears the signature of Shri S. N. Singh dated 27th November 1961, with an endorsement by him to the effect that "Sri U. Prasad. Enter into employment book after verifying his date of appointment." His evidence before the Tribunal makes the position absolutely clear that Sri Singh is the only witness of the fact that this application *Exhibit M*, was presented personally by Ram Nandan, the concerned workman, before him, and that the application did not bear the signature of Raghubir although it purported to be signed by Raghubir. M.W.1 has stated that:

"Ext. M. was brought personally by Ram Nandan and handed over to me. I made an endorsement on that letter....."

"Xan. Ext. M. does not contain Ramnandan's signature. It does not contain any endorsement to the effect that I asked him to sign and he refused to sign. The application was handed over to me by Ramnandan on 12th November 1961, and I made an endorsement that is I put my the date I put my endorsement. It was presented to me by Ram Nandan himself. The application was originally addressed to the Manager, Coal Washery Plant by Ram Nandan and he endorsed it for presentation to me. I did not ask Raghubir if Ram Nandan was his brother or not."

In his enquiry report *Exhibit M. 9* Sri S. N. Singh, M.W. 1, does not mention that Ram Nandan Singh the concerned workman produced the application alleged to be signed by Raghubir, declaring himself as his brother before him. Whatever he has stated now before the Tribunal is not to be found in his report. The fact that the application *Exhibit M* was produced by Ram Nandan before Sri S. N. Singh, M. W. 1 was a very important fact to be proved and why is it that this important fact is not mentioned. If it was a fact, in *Exhibit M. 9* his report? The obvious answer is that Sri Singh M. W. 1 was conscious of the fact that if it was admitted he would be disqualified to be the Enquiry Officer and, therefore, to get himself completely dis-associated and disconnected with the facts of the case and to show that he was an independent witness having no personal knowledge of it or any connection with the case he said nothing about the presentation of the application by Ram Nandan the concerned workman before him. For these reasons, I am constrained to hold that the enquiry report is against the principles of natural justice and, therefore, it is rejected.

9. After having rejected the enquiry report *Exhibit M. 9*, certainly it is open to the Tribunal to consider the evidence given at the enquiry and before the Tribunal and to come to its own conclusion on the basis of the same, in order to find out if the misconduct of the concerned workman has been proved. I would, therefore, address myself to this question. As mentioned earlier, there is nothing to connect Ram Nandan, the concerned workman, with *Exhibit M*, because (a) his

name is not to be found in Exhibit M; (b) his signature is not to be found in Exhibit M; and (c) admittedly he was not asked by Shri S. N. Singh, M.W. 1, to put his signature on Exhibit M in token of the fact that he had produced it before him. In Exhibit M Raghbir speaks of one of his brothers but who that brother was is not named therein. Although this application was made on 12th November 1961, Ram Nandan, the concerned workman, was appointed admittedly on 14th May 1962 as Badli workman. How is it then that Ram Nandan was appointed as Badli workman in 1962, after about 6 months, on the basis of this application Exhibit M? The connecting link is entirely missing. There is no evidence to connect these facts.

Then again, the charge sheet Exhibit M. 4 is based on this application Exhibit M, because it opens with the line "On 12th November 1961 you applied for a job, you represented yourself as brother of Raghbir..." If, therefore Exhibit M was the basis of the charge sheet Exhibit M. 4, it was the duty of the Enquiry Officer to put it to Ram Nandan at the preliminary enquiry stage also this Exhibit M and ascertain from him if this was the petition or application made by him but this was not done obviously because the management anticipated its denial by the concerned workman. Then again the charge sheet Exhibit M. 4 was denied *in toto* in his explanation Exhibit M. 5 by the concerned workman and still when the workman concerned, Ram Nandan, was examined at the final enquiry as will appear from his statement and cross examination Exhibit M. 8, this Exhibit M was not put to him at all. What was put to him was the fact of alleged giving of bribe to Raghbir for declaring Ram Nandan, the concerned workman, as his brother so that he can get an employment in the concern but the basis of the charge sheet was the application Exhibit M then why did the management feel shy and shirk its responsibility in not putting this application Exhibit M to the workman concerned when he was examined at the preliminary stage Exhibit M 3 or at the final enquiry stage Exhibit M. 8 is not known. It was contended that the evidence of Sri S. N. Singh was *ex parte* in as much as no evidence on behalf of the workman has been adduced to contradict his evidence. But his evidence, which should have been given at the enquiry stage, had been given at a very late stage. It is true that the management itself realised that he was a very important witness in support of the charge but as he was the Enquiry Officer he could not be examined and, therefore, to fill up that *lacuna* he has now been examined before the Tribunal to fill up that gap. But it is very difficult to go behind the records and to accept his evidence, in preference to Exhibit M and his report Exhibit M. 9. For these reasons, I am not satisfied that the charge has been established, beyond reasonable doubt against the workman concerned. On a consideration of the evidence given at the enquiry and before the Tribunal he cannot be held to be guilty of any misconduct.

10. Regarding the charge for contravening clause 19(17) of the Standing Orders Exhibit M. 13, I do not think the charge has been proved. The material portion of clause 19(17) is in these terms:

"19 .....

The following shall denote misconduct;

(17) Giving of false information regarding his name, age, father's name, qualifications or previous service at the time of employment."

Now when Ram Nandan, the concerned workman, has not been proved to be connected with Exhibit M, on my finding given above, for the reasons given, I am unable to hold that the charge under clause 19(17) has also been made out as none of the elements constituting the misconduct have been established by the management on whom the onus lay.

11. For these reasons, I hold that on merit the management has no case and, therefore, the dismissal of the workman concerned is illegal and it must be set aside and the workman is reinstated to his previous job with full back wages.

#### *Preliminary Objection*

12. A preliminary objection was raised by Sri Mukherjee to the effect that Ram Nandan, the concerned workman, became a member of the Congress Mazdoor Sangh after his dismissal on 11/12th July 1963, although before the date of reference, and, therefore, no doubt, Congress Mazdoor Sangh sponsored the case of the concerned workman on 14th August 1963, when the President Congress Mazdoor Sangh sent a letter to the Chief Labour Commissioner, representing the case of Ram Nandan, the concerned workman, and, subsequently when the conciliation

failed on 20th October 1963 the present reference was made on 23rd November 1963, but the sponsoring of the dispute by such a Union cannot convert the individual dispute into an industrial dispute. The union filed its membership register Exhibit W for 1962-63 and also its counterfoils receipts books Exhibit W. 1. These two documents show that Ram Nandan, the concerned workman, became a member of this union on 10th March 1963. It was contended, on behalf of the management, that these two documents have been manufactured for the purpose of the present reference because there is only one page in the membership register containing 25 members all of whom became members on one and the same day, i.e., 10th March 1963 which fact is very peculiar. It was, further, contended that Section 28 of the Trade Unions Act, read with clause 12 of the Central Trade Union Regulations 1938, provide Form 'D' for filing annual return showing the number of members etc. But in the present case no such return has been filed which could show the genuineness of Exhibits W and W. 1 and in the absence of this these documents should be rejected.

Shri Mukherjee, therefore, contended that the allegation of the management that the workman became a member of this Union after his dismissal that took place on 13th July 1963 should be accepted. The difficulty in accepting the contention of the management is that there is no positive evidence to prove this allegation of the management. It is mere guess or speculation on which it is not possible to base any finding. On behalf of the workman, however, there are two documents, which show *prima facie* that the concerned workman became a member of the Union on 10th March 1963, that is, 4 months before his dismissal on 13th July 1963. *Prima facie*, therefore, it shows that he was a member prior to the date of his dismissal. In the state of such evidence, I am constrained to accept the evidence on behalf of the workman. I, therefore, hold that the workman was a member of this Union before his dismissal, when admittedly the Union was functioning in this colliery from before the date of his dismissal, which took place on 13th July 1963. The preliminary objection is, therefore, rejected.

13. The reference is, accordingly, decided in favour of the workman concerned, by holding that the discharge from service of Ram Nandan Singh, Mazdoor, Central Coal Washing Plant, Jamadoba, with effect from 13th July 1963 by the management of Tata Iron and Steel Co. Ltd. was not justified and, therefore his dismissal is set aside and he is reinstated to his original post with full back wages from 13th July 1963 to the date of his reinstatement with continuity of service and other benefits to which he may be entitled under law.

14. This is the award which I make and submit to the Government of India, under Section 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,  
Presiding Officer.

Dhanbad,  
Dated the 14th June, 1965.

[No. 2/58/63-LR-II.]

#### ORDERS

New Delhi, the 6th July 1965

**S.O. 2067.**—Whereas the Central Government is of opinion that an Industrial dispute exists between the employers in relation to the Singareni Collieries Company, Limited, Kothagudum (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Dr. Mir Sladat Ali Khan as the Presiding Officer, with Headquarters at Somajiguda, Hyderabad, and refers the said dispute for adjudication to the said Tribunal.

#### SCHEDULE

1. Whether the action of the management of Messrs Singareni Collieries Company Limited, Kothagudum in not allowing one additional increment, apart

from the adjustment pay, at the time of fixation of pay on promotion from the grade of Rs. 48—100 to the grade of Rs. 70—158, to the following clerks is justified?

1. Shri I. Surya Rao.
2. Shri K. A. James.
3. Shri K. S. Rajamany.
4. Shri M. Krishan Rao.
5. Shri K. S. Azaralah.
6. Shri S. L. Nathan.
7. Shri Ch. V. Satyanaryana Murty.
8. Shri S. Rangadas.
9. Shri A. Venkatarao.
10. Shri S. E. Satyadas.
11. Shri Demas.
12. Shri B. Venkatappaiah.
13. Shri E. Joseph.
14. Shri Syed Afzal Hussain.
15. Shri V. J. Prasad.

2. If not, to what relief they are entitled and from what date?

[No. 7/14/65-LRII.]

*New Delhi, the 8th July 1965*

**S.O. 2068.**—Whereas an industrial dispute exists between the North Jhagrakhand Colliery, Post Office Jagrakhand Colliery, Dist. Sarguja, Madhya Pradesh the Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Kurasia Colliery, Dist. Sar- (hereinafter referred to as the said company) and their workmen represented by the Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Kurasia Colliery, Dist. Sarguja, Madhya Pradesh (hereinafter referred to as the Union);

And, whereas the said Company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), referred the said dispute to the arbitration of the person specified therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 28th June, 1965.

#### FORM C

(See Rule 6)

(Under Section 10A of the Industrial Disputes Act, 1947).

#### BETWEEN

#### NAME OF PARTIES.

*Representing Employers*—Manager, North Jhagrakhand Colliery P.O. Jhagrakhand Colliery, Dist. Sarguja, M.P.

*Representing Workmen*—General Secretary, Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Kurasia Colliery, Dist. Sarguja, M.P.

It is hereby agreed between the parties to refer the following Industrial dispute to the arbitration of Shri K. G. S. Pisharody, Commissioner, Bilaspur Division, Bilaspur.—

- (i) Specific matters in dispute.—Whether the demand of Madhya Pradesh Koyla Mazdoor Panchayat for re-employment of 215 persons (as per list enclosed) with full wages for the period of their idleness is justified. If so, to what extent?

- (ii) Details of the parties to dispute including the name and address of the establishment or undertaking involved.—

North Jhagrakhand Colliery of Messrs. Jhagrakhand Collieries (Private) Ltd., P.O. Jhagrakhand Colliery, Dist. Sarguja (M.P.).

and

Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Kuraria Colliery, District Sarguja (M.P.).

- (iii) Name of the Union, if any, representing the workmen in question.—

Madhya Pradesh Koyla Mazdoor Panchayat, P.O. Jyrasua Colliery, District Sarguja (M.P.)

- (iv) Total number of workmen employed is the undertaking affected.—

About 1550.

- (v) Estimated number of workmen affected or likely to be affected by the dispute.—

215

The decision of the arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of three months from the date of publication of the arbitration agreement in the official Gazette or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

Signed at Mohandragarh on the twentieth day of June 1965.

Signature of the Parties.

K. N. SRIVASTAVA,

Representing employer.

Manager

North Jhagrakhand Colliery.

Representing workmen.

HARDEO SINGH,

General Secretary,

Madhya Pradesh Koyla Mazdoor Panchayat.

Witnesses.

(1) K. K. Singh.

(2) A. Kumar.

I agree to arbitrate the above dispute.

K. G. S. PRISHANODY,

Commissioner,

Bilaspur Division, Bilaspur.

*List of 215 Miners of North Jhagrakhand Colliery who staged strike on and from 21st September, 1964*

#### Names

1. Shri Anjori S/o Dayaram
2. Shri Atmaram S/o Kandhaiya
3. Shri Awadhram S/o Fulsai
4. Shri Amardas S/o Makhan
5. Shri Bhurwa S/o Dhajram
6. Shri Budoo S/o Sarman
7. Shri Bhola S/o Banshi
8. Shri Biswambhar S/o Rudan
9. Shri Bodhan S/o Mahatar
10. Shri Burga Tel S/o Gayaram
11. Shri Bisram S/o Awadhram
12. Shri Bhagau S/o Ghashiram
13. Shri Bhagwat S/o Baboolal
14. Shri Bhukhau S/o Jahoran
15. Shri Bogroo S/o Chain
16. Shri Boseswar S/o Chhota
17. Shri Bodo S/o Siriya

## Name

18. Shri Besahoo S/O Seolal
19. Shri Bismardas S/O Jalahal
20. Shri Birbal S/O Bhockloo
21. Shri Baliram S/O Pila
22. Shri Baioyram S/O Rambharosh
23. Shri Bhuneswar S/O Tengush
24. Shri Bhajyalal S/O Bahoran
25. Shri Bhikhari S/O Sammoy
26. Shri Bhukhu S/O Firtoo
27. Shri Bhaira S/O Dukhoo
28. Shri Bhagatram S/O P'ulsai
29. Shri Babooram S/O Jahani
30. Shri Bazariya S/O Bisnath
31. Shri Baldoodas S/O Puran
32. Shri Bodhiram S/O Madho
33. Shri Chinta S/O Dharami
34. Shri Chandan Singh S/O Sikhiram
35. Shri Dasharam S/O Bihar
36. Shri Darbari S/O Gambhir
37. Shri Dihoodas S/O Kisun
38. Shri Dukhaloo S/O Sonau
39. Shri Dhaniram S/O Daulat
40. Shri Dularsai S/O Jagannath
41. Shri Darashram S/O Rama
42. Shri Dhirsai S/O Shikari
43. Shri Deoprosad S/O Paltoo
44. Shri Dauwa S/O Sobhrai
45. Shri Dhaniram S/O Kuniram
46. Shri Deoraj S/O Forhiya
47. Shri Dasharam S/O Babooram
48. Shri Deonarayan S/O Kuniram
49. Shri Darshoodas S/O Koprahadas
50. Shri Etwari S/O Dayaram
51. Shri Fatoo S/O Jharoo
52. Shri Firta S/O Piloo
53. Shri Fagundas S/O Nankidas
54. Shri Fulsingh S/O Shyamlal
55. Shri Fuldass S/O Samaroo
56. Shri Gondlal S/O Soonandan
57. Shri Ganesh S/O Udeyram
58. Shri Genda S/O Hirasai
59. Shri Garibdas S/O Mahant
60. Shri Gendram S/O Bhuneswar
61. Shri Gavind S/O Johan
62. Shri Gokul S/O Lachhman
63. Shri Ganesh S/O Panchoo
64. Shri Horigopal S/O Dhairami
65. Shri Hiralal S/O Dhairami
66. Shri Holsai S/O Dubraj
67. Shri Hiralal S/O Dharmoo
68. Shri Horil S/O Bhulau
69. Shri Hardin S/O Guddar
70. Shri Hetlal S/O Bnda
71. Shri Hirawan S/O Bahoo
72. Shri Hetram S/O Puriram
73. Shri Jharoo S/O Ramnath
74. Shri Jagdeo S/O Scodhan
75. Shri Jharoo S/O Nathoo
76. Shri Jerhoo S/O Burga
77. Shri Jitwa S/O Kashiram
78. Shri Jhuroo S/O Fulsai
79. Shri Jharoo S/O Baratoo
80. Shri Jagnathiya S/O Seoram
81. Shri Johan S/O Darsan
82. Shri Jhunau S/O Ghasia
83. Shri Jerhoo S/O Sahablal
84. Shri Jhangloo S/O Muria
85. Shri Jagit S/O Bisun
86. Shri Jhaliram S/O Moharsai
87. Shri Jagdeo S/O Ashar

88. Shri Johan S/O Nanki
89. Shri Kashiram S/O Ramcharan
90. Shri Kulanjan S/O Jaiat
91. Shri Kamalsai S/O Mahadeo
92. Shri Kusial S/O Ramautar
93. Shri Kejoo S/O Samaroo
94. Shri Kallyan S/O Ramdayal
95. Shri Kunjram S/O Mangal
96. Shri Karam S/O Sadhari
97. Shri Kanhaiya S/O Anandram
98. Shri Jusuwa S/O Awadhram
99. Shri Kariya S/O Kartik
100. Shri Kalkatiya S/O Antram
101. Shri Khilari S/O Sahaiya
102. Shri Kuber S/O Ghasiya
103. Shri Kartikdas S/O Gyandas
104. Shri Kaliram S/O Ghasiram
105. Shri Kammi S/O Budha
106. Shri Kusoo S/O Moti
107. Shri Kholbahara S/O Jagat.
108. Shri Khushilal S/O Chamroo
109. Shri Kausaldas S/O Bisali
110. Shri Lakhan S/O Rudan
111. Shri Lachhiman S/O Gokul
112. Shri Lachhiman S/O Ramai
113. Shri Lalla S/O Rampat
114. Shri Laljee S/O Narayan
115. Shri Lerhwa S/O Dhodhwa
116. Shri Lachman S/O Khabhanri
117. Shri Lachhiram S/O Baijnath
118. Shri Latel S/O Chaitoo
119. Shri Lautoo S/O Chhangoo
120. Shri Mahadeo S/O Antram
121. Shri Mahattar S/O Ramnath
122. Shri Mohanlal S/O Ramnath
123. Shri Mangloo S/O Ramnath
124. Shri Moharsai S/O Dulari
125. Shri Mangloo S/O Pila
126. Shri Mukunda S/O Asharam
127. Shri Mansai S/O Hirasai
128. Shri Mangalia S/O Chhobboo
129. Shri Mahettardas S/O Bharoshdas
130. Shri Mahkdas S/O Dashrath
131. Shri Markandey S/O Ramsarup
132. Shri Muniram S/O Khedoo
133. Shri Motiram S/O Madho
134. Shri Manbodhi S/O Kariya
135. Shri Moharsai S/O Puran
136. Shri Mahadeo S/O Budhoo
137. Shri Nanki S/O Bhakloo
138. Shri Nankun S/O Burga
139. Shri Nanki S/O Paharoo
140. Shri Nandram S/O Panchram
141. Shri Nanka S/O Dakhal
142. Shri Nathoodas S/O Ghasidas
143. Shri Sukram S/O Hardiha
144. Shri Punadas S/O Sukhran
145. Shri Premsai S/O Ganjhoo
146. Shri Padaroo S/O Ramlal
147. Shri Pardeshi S/O Tijau
148. Shri Pukloo S/O Gariba
149. Shri Putiram S/O Charan
150. Shri Panchram S/O Salik
151. Shri Patiram S/O Burga
152. Shri Panchram S/O Mankoo
153. Shri Parashram S/O Bhikhari
154. Shri Putiram S/O Tiharoo
155. Shri Paharpp S/O Kunjal
156. Shri Parau S/O Thandaram

*Name*

157. Shri Prahlad S/O Tirathram
158. Shri Rusuwa S/O Mengsoo
159. Shri Rampvare S/O Rajaram
160. Shri Ramdas S/O Sambhoo
161. Shri Reshamlal S/O Ganesh
162. Shri Ramnath S/O Dindayal
163. Shri Ramsai S/O Muria
164. Shri Rama S/O Durga
165. Shri Ramla S/O Tiharoo
166. Shri Ramdas S/O Sukhlal
167. Shri Rameshwar S/O Seodhar
168. Shri Ramadhar S/O Awadhram
169. Shri Ramratan S/O Tiharoo
170. Shri Ramsai S/O Besahoo
171. Shri Ratandas S/O Awadhram
172. Shri Rupcharan S/O Bhau
173. Shri Ramadhin S/O Rampat
174. Shri Rajaram S/O Dular
175. Shri Ramprosad S/O Kartik
176. Shri Ramdin S/O Dhokha
177. Shri Ramkisan S/O Kuhi
178. Shri Ramanand S/O Sadhram
179. Shri Sonoo S/O Pusau
180. Shri Sitaram S/O Topiram
181. Shri Soprosad S/O Dhirsai
182. Shri. Sobhnath S/O Pila
183. Shri Sukhram S/O Hirawan
184. Shri Seolal S/O Balsamund
185. Shri Shomier S/O Bhimma
186. Shri Shobnath S/O Ramlal
187. Shri Samaysingh S/O Nievev
188. Shri Sabashram S/O Johan
189. Shri Seolal S/O Sadhram
190. Shri Shyamlal S/O Bharnoo
191. Shri Sonau S/O Ratiram
192. Shri Shayanilal S/O Htwari
193. Shri Samaysingh S/O Baudh
194. Shri Samroo S/O Milan
195. Shri Sridhdeo S/O Bala
196. Shri Seodlayal S/O Sukroo
197. Shri Suit S/O Ganesh
198. Shri Samaroo S/O Maniram
199. Shri Sukhram S/O Chhatoo
200. Shri Sampat S/O Gotaiya
201. Shri Samodas S/O Chaita
202. Shri Sobhaiya S/O Samalia
203. Shri Sonkoo S/O Bhukloo
204. Shri Tahloo S/O Buchhnoo
205. Shri Themani S/O Manuwa
206. Shri Tiharoo S/O Bhukloo
207. Shri Tiharoo S/O Tartik
208. Shri Topsingh S/O Ramasingh
209. Shri Tishal S/O Dukhoo
210. Shri Thanganai S/O Baisatii
211. Shri Udairam S/O Dhejram
212. Shri Udairam S/O Sabastam
213. Shri Upashram S/O Nanki
214. Shri Bahrojai S/O Rajaram
215. Shri Rajaram S/O Dakhal.

[No. 8/147/64-LR. II.]

H. C. MANGHANI, Under Secy.

*New Delhi, the 6th July 1965*

S.O. 2069.—In exercise of the powers conferred by sub-section (2) of section 5 of the Dock Workers (Regulation of Employment) Act, 1948 (9) of 1948) the Central Government hereby appoints—(1) The Chairman Mormugao Dock Labour Board, (2) Shri Narsidas M. Dattani and (3) Shri Ramesh

Chandra, Waman Desai, as members of the Dock Workers Advisory Committee and makes the following further amendments in the notification of the Government of India, in the Ministry of Labour and Employment, No. 2433, dated the 17th August, 1963, namely:—

In the said notification, (i) under the heading—

*"Members representing the Central Government"* after item (7), the following item shall be inserted, namely:—

*"(8) The Chairman, Mormugao Dock Labour Board."*

(ii) under the heading

*"Members representing the employers of dock workers and shipping companies."* after item (7), the following item shall be inserted, namely:—

*"(8) Shri Narsidas M. Dattani, Mormugao Stevedores' Association".*

(iii) under the heading

*"Members representing the dock workers"*, after item (7) the following item shall be inserted, namely:—

*"(8) Shri Ramesh Chandra Waman Desai, Transport and Dock Workers Union (HMS), Mormugao."*

[No. 528/134/65-Fac.]

K. D. HAJELA, Under Secy.

*New Delhi, the 6th July 1965*

**S.O. 2070.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in respect of an industrial dispute between the management of the Hercules Insurance Company Limited, Bombay and their workmen which was received by the Central Government on the 28th June, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY**  
REFERENCE No. CGIT—9 OF 1964

Employers in relation to Hercules Insurance Company Ltd., Bombay

AND

Their Workmen

**PRESENT:**

Shri Salim M. Merchant—*Presiding Officer*

**APPEARANCES:**

*For the Hercules Insurance Company Limited*—Shri L. C. Joshi, Legal Adviser with Shri E. J. Poncha, Branch Manager.

*For the Workmen*—Shri K. T. Sule, Advocate instructed by Shri K. D. Kurup, Advocate with Sarvashri K. S. B. Pillai, General Secretary, S. C. Girdhar, Group Secretary and V. A. D'Souza for the General Insurance Employees' Union, Bombay.

**INDUSTRY:** Insurance.

**STATE:** Maharashtra.

*Dated at Bombay the 23rd day of June 1965*

**AWARD**

The Central Government by the Ministry of Labour and Employment's Order No. 70(11)/63-LR.IV dated 30th January 1964, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947), was pleased to refer the Industrial dispute between

the parties abovenamed to me for adjudication, in respect of the subject matters specified in the following schedule to the said order:

#### SCHEDULE

"Whether the terms and conditions of service of the workmen in the Hercules Insurance Company Limited, Bombay in respect of all or any of the following matters, require any revision and, if so, to what extent and from which date?"

- (1) Classification of employees.
- (2) Scales of pay.
- (3) Dearness allowance.
- (4) Adjustments.
- (5) House rent allowance.
- (6) Provident Fund.
- (7) Gratuity.
- (8) Leave.
- (9) Special allowance.
- (10) Working hours.
- (11) Uniforms".

2. After the usual notices were issued, the General Insurance Employees' Union (hereinafter referred to as 'the Union') for and on behalf of the workmen filed a statement of claim dated 17th March 1964 and the Hercules Insurance Company Limited (hereinafter referred to as 'the Company') filed its statement in reply dated 23rd March, 1964. Thereafter, the Company filed a rejoinder dated 15th April 1964 to the Union's written statement to which the Union filed its reply dated 7th May 1964. The Company has also filed certain replies to the statement of exhibits filed by the Union. Though no oral evidence was led by either party, both parties filed a large number of exhibits and statements in support of their respective contentions on the demands under reference, and I had the benefit of detailed submissions made by the learned representatives of the parties on each of the demands. I may state that an earlier industrial dispute between this Company and its workmen at Bombay, being reference No. CGIT-8 of 1960 was referred to me for adjudication and my award therein was published in the Gazette of India Section 3(ii) Part II dated 23rd April 1960 at pages 1305 to 1324 and I shall hereafter refer to it as the First Award.

3. Before dealing with the merits of the demands under reference, I may state that this Company was incorporated as a private limited Company in 1935 and engages in the business of general insurance. It has its head office at Madras and branches in Bombay and Calcutta. According to the Company the Bombay office has 49 employees of whom 30 are workmen covered by this reference of whom 22 belong to the clerical cadre, 2 are motor car drivers, and the remaining 6 are peons. It is admitted that the Bombay Branch transacts business in fire, marine, accident and miscellaneous insurance. According to the Company its premium income in 1963 was 17.30 lakhs as against Rs 19.16 lakhs in 1962.

4. It is necessary to give a short account of the history of the dispute. The present wage scales and dearness allowance and some other conditions of service are largely those prescribed by my award, in the earlier dispute in reference No. CGIT 8 of 1960, except that in or about December 1961 the Company voluntarily granted an increase of Rs. 10/- in dearness allowance to the members of the Subordinate Staff and Rs. 5/- to the Drivers. According to the Union this rise in dearness allowance was inadequate and unjustifiably confined only to the subordinate staff and drivers and, therefore, it gave notice on 25th October 1962 under Section 29 of the Industrial Disputes Act, 1947, terminating the said award and by its letter dated 3rd January 1963, it submitted a charter of demands (Annexure 'A' to the Union's Written Statement). The Union sent reminders on 6th February and 13th March, 1963 and on 24th April, 1963 the Company held discussions with the Union on the charter of demands during which the Company made certain offers which the Union considered inadequate and unacceptable. On 7th May, 1963 the Union addressed a letter to the Company in which after referring to the discussions in negotiations, it demanded the scales of pay which the New Great Insurance Company of India Limited had agreed to pay in settlement with the Union. The Union reminded the Company that at the hearing of

the earlier dispute (Reference No. 8 of 1960) it had submitted that it was comparable to the New Great Insurance Company of India Limited. In that letter the Union observed:—

"The least we can expect of you to do is to offer us the same scale of dearness allowance as obtained in the "New Great's" settlement. It should be remembered that the D.A. Scale obtained for your workmen is lower than those of 'New Great' pre-settlement terms."

In the concluding paragraph the Union further stated as follows:—

"It should be reasonable for us to expect you to offer us the grade and other service conditions contained in the memorandum of settlement we have entered into with the "New Great" as you have already accepted your Company to be compared with the "New Great" only before the Industrial Tribunal. There should be no difficulty in arriving at an early settlement if this position is accepted by both the parties. As far as we are concerned we have no objection to do so. We would now await you to come forward in all fairness to conclude an early settlement on the basis stated above. In the alternative, it will not be in the interest of our members to proceed with the negotiation as at present. (Annexure 'B')".

5. The Company by its letter dated 31st July 1963, turned down this offer (Annexure 'C') and thereupon the Union by its letter dated 7th September 1963 (Annexure 'D') referred the dispute for conciliation. The dispute was admitted in conciliation and conciliation proceedings lasted from 22nd September to 10th October 1963. The Company made certain offers with regard to pay scales and dearness allowance, but they were subject to withdrawal of the demand by the Union for the creation of the special grade 'D'. As the Union considered the offer of the Company to be unjustified the conciliation ended in failure as recorded by the Conciliation Officer in his failure report dated 11th November 1963 (Annexure 'E'). The Conciliation Officer in his failure report has observed that it was only on both parties stand on the issue of the creation of the special grade which resulted in the parties not coming to an overall settlement. Thereafter, this reference was made on 30th January 1964 as stated earlier. It may, however, be noted that the Company has made an interim payment pending adjudication of one month's basic pay and dearness allowance, to be adjusted against payment under the Award.

6. Before I deal with the demands on their merits, it is necessary to give a brief history of this Company. The Company was incorporated as a Private Limited Company in 1935 with a paid up capital of Rs. 7.82,500/-. In 1938 the company's paid up capital was increased to Rs. 12 lakhs by the issue of shares worth Rs. 3 lakhs. In 1954, the Company issued bonus shares worth Rs. 12 lakhs, thus doubling its capital to 24 lakhs. The Company has, for the last five years, been declaring handsome dividends at the following rates:—

Year	Dividends.
1959	20 per cent.
1960	22.50 per cent.
1961	26.25 per cent.
1962	26.25 per cent.
1963	26.25 per cent.

Its profit figures have been as follows:—

1958	Rs. 8.3 lakhs.
1959	Rs. 9.55 lakhs.
1960	Rs. 10.43 lakhs.
1961	Rs. 13.98 lakhs.
1962	Rs. 12.50 lakhs.
1963	Rs. 7.51 lakhs.

7. The Company has a General Reserve Fund of Rs. 28.50 lakhs. Its net premium amount figures in respect of fire, marine and accident departments during 1959 to 1963 have been stated to be as follows:—

Year	Fire Lakhs	Accidents Lakhs	Marine Lakhs	Total Lakhs
	Rs.	Rs.	Rs.	Rs.
1959 . . . . .	41.48	9.96	17.97	69.42
1960 . . . . .	43.03	11.50	18.80	73.34
1961 . . . . .	13.08	14.36	21.42	78.87
1962 . . . . .	55.16	18.54	22.33	91.04
1963 . . . . .	44.23	21.47	23.08	88.78

N. B.—Premium are less re-insurances.

8. The Union has stated that the total funds of the Company which stood at Rs. 98.62 lakhs in 1959 had risen to Rs. 119.20 lakhs in 1962 and it has in support of its statement that the Company's financial position was sound and its business was growing relied upon the summing up of the financial position of the Company by its Chairman Shri H. V. R. Iyengar, I.C.S. (Retd.) in his speech delivered at the 28th Annual General meeting of the Share-Holders of the Company held on 21st June 1963.

9. The Company in its written statement has stated that the premium income of the Bombay Branch during 1963 was 17.30 lakhs as against 19.16 lakhs in 1962. It has stated that owing to series of reduction in the rates of premium effected by the Tariff Committee, the tendency has been for the premium to fall, not only in Bombay but all over India, and that it was expected that the actual all India premium for 1963 is likely to be considerably lower and foreign inward treaties which the Company exchanges for Indian business have been disastrous in their claims ratio and that it would not be surprised if the profits consequently decline. It has stated that the Bombay Branch had lost about 50 per cent of the premium income derived through one of its valued constituents because of certain reorganisation of that firm.

10. It has in opposing the demands of the workmen generally stated that the wage scales fixed by the Award in reference No. CGIT 8 of 1960 should not be disturbed as those were long term wage scales fixed for a period of 25 years. It has further urged that most of the staff have by now reached maximum of their respective scales of pay. It has referred to the provisions of the Insurance Act, which under Section 40 C provides for expenses be kept within the limits of the statutory ratio. It has, therefore, urged that it would not be possible for the Company to accept additional financial burdens, in view of the fact that the premium income was showing a tendency to decline. It has further urged that the Life Insurance Corporation of India had decided to enter the field of General Insurance business, which would make a dent in the premium income of private sector companies; particularly as the tariff rates are not to apply to the Life Insurance Corporation's General Insurance business. It has stated that the future business prospects of the industry is bleak and uncertain and its apprehension was that its premium income would go down and it would not be in a position even to grant the existing wages and benefits to the staff.

11. In its rejoinder dated 15th April 1964 to the Union's statement of claim, with reference to the issue of fresh capital of Rs. 3 lakhs (30,000 shares, each partly paid of Rs. 10/-) issued in 1946, the Company, has pointed out that when this additional capital was raised a premium of Rs. 20/- per share, amounting to Rs. 6 lakhs was collected from the share-holders. With regard to the bonus shares

the Company has pointed out that they were issued by capitalising a part of the reserves which included the premium on new shares issued in 1946; that though the share-holders received in 1954 a bonus share at the rate of one for one, it must be borne in mind that they made a 2/3rd cash contribution by way of premium on shares when the original capital was issued. The Company has pointed out that it did not give any dividend to its share holders during the first nine years of its existence, but on the other hand during the first 10 years of the Company's existence, the main share-holders made an aggregate contribution amounting to Rs. 7½ lakhs to the establishment expenses of the Company, without which the Company would not have found itself on its feet. It has submitted that the dividends now earned by the share-holders should be considered in the light of the past sacrifice made by them. The Company has pointed out that the dividend paid by the Company for the last few years was subject to the deduction of Income Tax and was not free of tax as stated by the Union. It was also urged at the hearing on behalf of the Company by Shri L. C. Joshi, that since the last Award the rates of taxation have gone up and there has been a levy of 7½ per cent by way of Dividend Tax. Shri Joshi has also urged that the shares of the General Insurance Companies are at a stagnant level which is an index to similar state of the industry. He has also pointed out that in 1963 the premium income of the Company has gone down to Rs. 17.30 lakhs from 19.16 lakhs in 1962 and that the Company has lost almost 50 per cent of its business from Rallies India Ltd. and that the all India premium income had shown a decrease of about Rs. 2.26 lakhs in 1963. He has also relied upon the observations of Shri H. V. R. Iyengar, the Chairman of the Company in his address dated 22nd June 1964. The Management has denied the Union's allegation that the salaries of the managerial and executive staff were excessive and it has urged that the same were carefully fixed with due regard to merit and level of salaries prevailing in General Insurance Companies and increments are not automatic with lapse of time as in the case of the clerical and subordinate staff. The Company has denied the Union's allegation concerning improper or fictitious payments to some of the officers and has characterised them as being totally false and defamatory.

12. I have carefully considered the submissions of both the parties on the financial position and capacity of the Company and after an anxious consideration of the accounts of the Company as filed, I am more than satisfied that the Company is in a sound financial position. It has been paying substantial dividends since the last few years and it has got a solid reserve fund. Its business has been on the increase and I am confident that the present recession in its business is temporary. It has a statutory Reserve Fund of Rs. 55,93,454/- and a General Reserve Fund of Rs. 29,00,000/- as at 31st December 1963. Its management is efficient and I have not the least doubt that it has a prosperous future. I am, therefore of the opinion that this Company is in a sound financial position, and can well meet the reasonable demands of its workmen to the extent which other comparable general insurance Companies are paying to its like employees in Bombay.

13. I shall now deal with the demands on their merits:—

*Demand No. 1.—Classification of Employees:—*

On demand No. 1 for classification of employees the Union's demand as stated in its statement of claim is as follows:—

(1) The Employees shall be classified into the following categories:—

(a) Sepoys and head peons shall be placed in Grade 'A'.

(b) Drivers shall be placed in grade 'B'.

(c) Assistants, typists, receiving and paying cashiers and calculating machine operators shall be placed in grade 'C'.

(d) Junior supervisory staff, variously termed as higher grade assistants, special assistants, senior assistants, head typists, sectional heads, head cashiers and senior cashiers, head clerks etc. and stenographers shall be placed in grade 'D'.

14. It appears that the Company has three categories of employees viz. (1) Peons (2) Drivers (3) Assistants and clerks. Over and above these, under the recommendations contained in my award in the last dispute CGIT 8 of 1960, the Company had placed three workmen in a higher grade, called the Special Grade. The Union has stated that of these three persons, who were holding higher posts in the special grade, two have already retired and one is on the verge of retirement, but the Company has not filled in by promotion suitable eligible person from among the other assistants to the two vacancies at present existing. It has stated that the duties and responsibilities which were formerly those of one Mr. H. A. Mistry, who was a cashier have been entrusted to one Mr D. N. Kulkarni, without giving him the benefit attached to the post in regard to the salary and grade. It has already urged that from amongst assistants, who are in grade 'C' the Company has been taking the work involving higher nature of responsibilities from the senior and competent persons in that grade. It has stated that the Company has 8 Sections (1) Fire, (2) Motor, (3) Marine, (4) Accident, (5) Re-insurance, (6) Fire Declaration, (7) Typing, (8) Accounts. It has urged that it is the practice in almost all Insurance Companies, as also in commercial firms in the City, to appoint a sectional head for each and every department whose duties are more responsible than those of clerks and typists. The Union's complaint is that the Company is at present getting such work done by the senior members of the staff in grade 'C' without creating any separate cadre for them. It has pointed out that in the last dispute the Company had opposed the Union's demand for the creating of a separate grade for senior assistants or sectional heads on the ground that the demands referred to adjudication did not contain such a demand. It has pointed out in the earlier dispute considering that three of the assistants namely Sarvashri Vessuwalla, Mistry and Sidhwa were discharging higher and more responsible duties than other clerical staff, the Tribunal in its Award had recommended a higher wage scale for them, and that the present demand of the Union was for the creation of an additional grade 'D' for the senior employees of this Company doing the work of higher and more responsible nature. In support of the demand the Union has urged that the Company does not deny that certain employees in the grade 'C' are discharging higher and more responsible duties. But that the Company had opposed the creation of the supervisory grade on the ground that scale offered by it during the informal discussions with the Union for the grade 'C' was high enough for all categories of clerical staff and that the creation of an additional cadre would create bitterness amongst the employees and the policy of the Company is not to create additional cadres. The Union has contended that the scales offered by the Company were low and insufficient even for the grade of assistants. It has also contended that it is not the policy of the Company not to create additional cadre or additional higher grades, because such higher cadres exist in other branches of the Company e.g. at Calcutta.

15. The Union has denied the contention of the Company that the more responsible work is mostly done by the officers of the Company. It has submitted that a central clerical grade does not offer any incentive to the employees who aspire to rise higher. It has urged in the absence of an additional higher grade as demanded is apt to create disillusionment among the employees particularly as such additional grades are available in other concerns of comparable status, as well as in other branches of the Company. The Union has, therefore, submitted that it is just and proper that the Company should create the additional grade demanded by the Union and it claims not less than 33½ per cent of the existing grade 'C' should be upgraded to grade 'D', on the basis of recognised principles of promotion and categorisation.

16. The Company, in its written statement and at the hearing, has vehemently opposed the creation of the special grade 'D'. It has submitted that of the three clerks, whose work involved a measure of responsibility and who had been placed in the higher scale of pay recommended by the last Award, two had retired from service and their duties, which were of a routine nature, have been taken over by the officers of the Company, that the third employee is retiring on 1st March 1964; that there has been no substantial change in the duties performed by the clerical staff and it was, therefore, not necessary or possible to classify the members of the staff on the basis of their duties. In its rejoinder dated 15th April, 1964, the Company, on this subject, has stated that in fact it was not the Company's but the Union's contention in case where they were chosen to make a demand for a single grade that the existence of a multigrade and the classification of employees therein creates dissatisfaction and bitterness among the employees. The Company has repeated that it opposed the creation of an additional grade for

the clerical staff on the ground that their duties are of a routine nature and there had been no changes in their duties since the last award. It has denied the Union's allegation that the Company had not disputed higher nature of work being performed by certain employees and it has stated that the Union's attempt to give designation to eight sections is frivolous, considering that the clerical staff of Bombay Branch numbers, only 30. The Company has submitted that the determination of an organisation suited to its needs is a managerial function and the Company reserves its rights in that regard.

17. As I have stated, the main dispute concerns the creation of Grade D, or, as it was referred to at the hearing, the special grade. In my first Award, I had recommended to the Company the creation of a special grade for the three workmen specifically mentioned in that order. I had not prescribed a wage scale for the special grade, but I had stated that it should have a maximum of Rs. 450/-. The Company honoured that recommendation, and the three employees, viz., Sarvashree Vessuvalla, Mistry and Sidhwa, were placed in that special grade. Two of these have since retired on reaching the superannuation age, but I was told that one of them, Shri Sidhwa, has been called back in service. The Company has stated that all the duties which these three workmen were doing have been taken over by the other officers of the Company, but the Union has denied that fact. I have heard the submissions of the parties on this demand and after an anxious consideration of the matter, I am satisfied that there is a justification for the creation of a special grade for senior assistants. I have come to this conclusion after hearing in detail the submissions of the parties with regard to the duties of the various categories of employees. It is admitted that there is a senior and supervisory grade in the Company's Branch at Calcutta. The Union had made a specific statement to that effect in para 19 of its written statement, and this had not been denied in the Company's written statement. The grant of special scale of pay by the first Award had also, in my opinion, evidently worked satisfactorily, and I do not think that the need for appointment in the special grade of some of the senior and experienced clerical employees of the Company who do supervisory work has ceased to exist. Whilst I am directing the creation of a special grade for senior members of the clerical grade who do essentially supervisory work and are to be in the position of Sectional Heads in other Insurance Companies, I do not think I would be justified in mentioning by name which and how many of the clerical staff who are generally designated as Assistants should be directed to be placed in this grade. I agree with Shri L. C. Joshi when he submitted at the hearing that if a special grade were to be awarded, no names of the clerks should be mentioned, but that the matter should be left to the discretion of the management. The appointment to this special grade will be a managerial function, and I would therefore not like to fetter the Company's discretion in making the appointments in the special grade, by laying down any conditions. With regard to the scale to be prescribed for the special grade, in my first Award I had fixed the maximum of Rs. 450/-. The Company however, has pleaded that that maximum was fixed taking into consideration and bearing in mind the long service that each one of the three workmen, Sarvashree Vessuvalla, Mistry and Sidhwa had put in, and that, therefore, if I awarded a scale I should prescribe a reduced maximum. In my opinion, there is no justification to reduce the maximum of the grade. On the contrary, considering (1) that I am raising the maximum of the scale of pay for the clerical staff which is a combination of junior Assistants and Senior Assistants' scales of pay in other companies and (2) comparing what the other insurance companies are paying to their sectional heads (See Ex. W. 13) I think the scale of Rs. 250—15—340—EB—20—440—30—500 would meet the ends of justice.

18. In the result, I retain the existing three categories of employees in the Co. viz. (1) Peons (2) Drivers (3) Assistants and direct the creation of a class "Senior Assistants" in the scale of Rs. 250—15—340—EB—20—440—30—500 to which class appointments shall be made at the discretion of the Management, as stated earlier.

*Demand No. 2: Scales of Pay.*

*Demand No. 3: Dearness Allowance.*

19. I shall deal together with the demands for scales of pay and dearness allowance for the various categories of employees. By my first award in 1960 I had granted the following scales of pay and dearness allowance:—

*Scales of Pay*

Clerical Staff: Rs. 80-6-110-8-130-10-200—EB-12.50-262-50-15-337—50.

Subordinate Staff: Rs. 35—2—45—3—75—5—90.

Drivers: Rs. 75—4—95—5—120.

Recommendatory Special Grade with Maximum Rs. 450 for three Senior Clerks, viz., Sarvashri Vasuwala, Sidhwa and Mistry.

*Dearness Allowance*

Clerical Staff: 55% of the basic pay with minimum of Rs. 65 and maximum of Rs. 116 per month.

Subordinate Staff: Rs. 55 per month.

Drivers: Rs. 60 per month.

20. As stated earlier since 1st November, 1961, the subordinate staff and drivers have been granted increased dearness allowance of Rs. 65/- per month.

21. The Union, by para 43 of its written statement of claim has demanded the following scales of pay for the four grades A, B, C, and D. Grade 'A' to consist of sepoys and head peons, Grade 'B' of drivers and Grade 'C' of Assistants, Typists, Receiving and Paying Cashiers, Calculating Machine Operators, and Grade 'D' of Junior Supervisory staff whose designations have been stated ante in the claim under item No. 1 under reference.

Grade A: Rs. 120—5—150—6—192—3—240 (19 years).

Grade B: Rs. 180—6—192—8—240—10—270 (11 years).

Grade C: Rs. 200—10—240—15—300—20—470 (18 years).

Grade D: Rs. 275—15—350—20—450—25—575 (15 years).

22. The Union has claimed dearness allowance at the rate of 1½% of basic pay for every rise of 5 points over the Bombay cost living index figure of 360 (1939=100) points or 1% of basic pay for every rise in 1 point over the cost of living index figure of 100 (1943=100) points subject to a minimum of Rs. 20. The Union has further stated that the All India Cost of living index should be taken as the basis for calculating D.A.

23. I shall at this stage deal with Union's demand for merger of dearness allowance into the basic pay. The Union has claimed such merger on the lines granted by the Life Insurance Corporation of India (hereafter referred to as LIC) and for scales of pay to be evolved after such merger. If such merger were to be considered it was necessary to ascertain the full financial burden that would be imposed upon the company and I therefore directed both parties to file their statement showing what according to them would be the financial implications of the demand. The Union, thereafter, filed certain statements showing what according to its calculations, would be the financial burden on the company, if merger of dearness allowance with Basic Pay were to be granted as demanded. The company did not accept the statement as correct and I therefore called the parties before me and gave directions to the company to file the statement showing what would be full implications of merger of dearness allowance into Basic Pay on the lines of what the Oriental Fire and General Insurance Co., and the L.I.C. had granted. At that stage Shri L. C. Joshi appearing for the company contended that this Tribunal had no jurisdiction, under the terms of reference in this dispute, to direct a scheme of merger of dearness allowance with basic pay because such a demand had not been specifically referred by the Government's Order of Reference in this dispute. In support he relied upon the judgement dated 29th October, 1964, of the Honourable Supreme Court in C.A. No. 473 of 1964. (Workmen of M/s. British India Corporation Ltd., Appellants Vs. British India Corporation Ltd., Respondent). The facts in that case were that the dispute regarding wages which was referred to the Industrial Tribunal was in the following terms:—

"Should the employers of M/s. British India Corporation Ltd., (Cawnpore Woollen Mills branch) Kanpur be required to increase the wages of their workmen and clerks? If so, with what details?"

The learned Industrial Tribunal to whom the dispute was referred for adjudication held that it could not consolidate the dearness allowance with wages as that question had not been referred to it. In appeal it was sought to be argued by the Appellants (the Union of the workmen), that the Tribunal was in error in not having consolidated dearness allowance with wages. Dealing with that contention His Lordship Wanchoo J. in delivering the judgement of the Bench, observed as follows:—

"Taking first the question of amalgamation of dearness allowance with wages, the Tribunal held that the question had not been referred to

it. We have already set out the term of reference, and it is obvious that there is no express reference in that terms to the amalgamation of dearness allowance with wages. It is however urged on behalf of the appellants that this question arises incidentally out of the matter under the reference and should have been dealt with by the Tribunal particularly as dearness allowance is part of wages, though the two have been treated separately for various reasons. It is true that in a sense dearness allowance is part of wages, but we are of opinion that the question of amalgamation of dearness allowance with basic wages raises specific and distinct issues some of which may be of far reaching effect in the region to which this industry belongs and such a question cannot be considered as a mere incidental matter arising out of the reference as to increase in wages. Increase in wages is a very different matter and such an increase would not necessarily comprise even incidentally the question of amalgamation of dearness allowance with basic wages. We agree with the Tribunal that if it was the intention of the Government that the matter of amalgamation of dearness allowance and the basic wages should be considered by the Tribunal there should have been a specific term in the reference to that effect. In the absence of such a term it was not possible for the Tribunal to consider this question and thus make a radical change in the pattern of wages prevalent in the region, as if by a side-wind. We therefore, reject the contention of the appellants in this behalf."

24. Shri Joshi relying upon this decision of the Supreme Court has argued that as in the instant case there was no specific term in the Government Order of reference demanding amalgamation of dearness allowance with basic pay, I had no jurisdiction to entertain such a demand.

25. The dispute which has been referred to my adjudication is, "whether the terms and conditions of the workmen in the Hercules Insurance Company Limited, Bombay in respect of all or any of the following matters, require any revision and is so, to what extent and from which date", and items 2 and 3 of the order of reference are *viz.*, "Scales of pay and dearness allowance" respectively. It is admitted that in the charter of demand which the Union had submitted upon this company and in consequence which this reference is made, there was no demand asking for merger of dearness allowance with basic pay. Shri Madan Mohan for the Union has argued that such a claim was implied in the demand for scales of pay and D.A. In my opinion, this contention has no force as there is nothing in the terms of reference to indicate that any such demand for merger was implied in the terms of reference there being no reference to it in the Union's charter of demands which led to the dispute. Under the Supreme Court's judgement cited above, in order that such a demand may be considered the same should have been specifically stated by Government in the order of reference, and not merely implied. I also do not agree with Shri Madan Mohan when he tries to draw a distinction between the facts of this case and facts of the British India Corporation's case. He has argued that in this case the Union was not demanding complete consolidation of the dearness allowance but a partial amalgamation whilst in the British India Corporation's case the workmen wanted complete consolidation. In my opinion, the ratio of the Hon'ble Supreme Court's judgement in the case cited above is that if merger of dearness allowance, whether partial or full, is claimed by the workmen, then the same should be specifically stated in the order of reference and that in the absence of such specific mention, the Tribunal would not have jurisdiction to entertain such a claim. In this case as no such demand has been referred to the Tribunal and none was made in the Charter of Demands, the Tribunal would have no jurisdiction to entertain the claim, even assuming that the Union's claim is only for partial merger. I do not think that Shri Madan Mohan is right when he says that in the Hon'ble Supreme Court's judgement cited above, the basic consideration was the fact that such a pattern of merger of D.A. with basic pay was not existing in Kanpur. He has argued that such a pattern has now come into existence in the general insurance business in Bombay because the L.I.C. and the Oriental Fire and General Insurance Company have agreed to the merger of D.A. with basic pay. In my opinion, Shri L. C. Joshi, for the company, was right when he pointed out that the Oriental Fire and General Insurance Co., is practically a subsidiary of the L.I.C. and that is why that company following the L.I.C.'s example has granted merger of D.A. and I agree with him when he says that the solitary instance of Oriental Fire and General Insurance Co., cannot be said to establish a general trend in Bombay in the general insurance business, for merger of dearness allowance with basic pay.

26. In the facts and circumstances of the case, as stated above, I uphold the contention of Shri Joshi and hold that in the absence of a specific demand in the Charter of Demands of the Union and in the terms of reference demanding the merger of dearness allowance with basic pay, I have no jurisdiction to entertain the demand for merger of dearness allowance with basic pay as made by the Union in its written statement and at the hearing.

27. Shri K. T. Sule, the learned Advocate appearing for the Union, has argued at length of the principles that should be followed in fixing the wages for the subordinate and clerical staff of the company. Shri Sule has argued that in this case the industry-cum-region principle should not be followed but we should look to the better scales of pay paid to the clerical and other staff by other industries in Bombay because of the following three reasons (1) that the general insurance industry has units in the country having totally dissimilar capacities and there are inexplorable dissimilarities in the wages paid by them. (2) that there is also an absence of a general industry-wise reference to an Industrial Tribunal, and therefore, there is no safe standard in looking at different single units; that wage scales are totally inadequate even in the best units of the industry. He has pleaded that inadequacy is to be tested by the general standard of wage scales for similar occupations in the region, otherwise, there would be a migration to other industries paying better wages. (3) objective standards of adequacy should be applied which may be on the lines indicated in the minimum wage formula and the resultant co-efficient for the middle class employees.

28. In support of his contentions, he has relied upon the decisions of the Honourable Supreme Court in the case of Lipton Ltd., and another and Their Employees (1959 I LLJ page 531), where in support of the appeal it was urged on behalf of the Lipton Ltd., that wage scales in comparable companies had not been given and the Tribunal had compared wage scales of units in totally different industries such as scales of pay in oil companies, in engineering concerns and manufacturing concerns. In appeal, their Lordships of the Supreme Court in dealing with this contention observed as follows:

"On behalf of the Union, it has been pointed out that so far as drivers, sweepers, peons, clerks, godown-keepers, typists, stenographers and the like are concerned and these form the bulk of the employees, their nature of work is about the same in all the aforesaid industries and therefore, there was a basis for comparison on which the Tribunal's below could proceed. We are of the view that it is impossible to say in this case that there was no evidence on which the Tribunals could proceed to revise the wage structure. On the contrary, there was evidence accepted by the Tribunals below, which justified a revision of the wage structure."

29. But more than on Lipton's case, Shri Sule had relied upon two other decisions of the Honourable Supreme Court, namely, in the cases of the workmen of Hindustan Motors vs. Hindustan Motors and another (1962 II LLJ page 352) and French Motor Car Company Ltd., and their workmen (1962 II LLJ page 744). Shri Sule has, however, in his usual fair manner, also drawn my attention to the later judgement of the Honourable Supreme Court in the case of Greaves Cotton and Company Ltd., and others vs. their workmen (1964 I LLJ page 342). In the case of Greaves Cotton and Company Ltd., and others and their workmen the Honourable Supreme Court has held that in applying the industry-cum-region formula for fixing wage scales, the Tribunal should lay stress on the industry part of the formula if there are a large number of concerns in the same region carrying on the same industry. In such a case, in order that production costs may not be unequal and there may be equal competition, wages should generally be fixed on the basis of the comparable industries, viz., industries of the same kind. His Lordship Wanchoo J, who delivered the judgement of the Bench, in drawing a distinction between what was implied in the judgments in the cases of Hindustan Motors and the French Motor Car Company observed as follows:

"The main contention of the appellants however is that the tribunal has gone wrong in applying the industry-cum-region formula which is the basis for fixing wages and dearness allowance and has made comparison with concerns which are not comparable. It is also urged that the tribunal has relied more on the region aspect of the industry-cum-region formula and not on the industry aspect when dealing with clerical and subordinate staff and in this it went wrong. Reference in this connection is made to two decisions of this Court, namely, Workmen of Hindustan Motors vs. Hindustan Motors (1962 II LLJ 352) and French Motor Car Company vs. their workmen (1962 II LLJ 744) and it is emphasized that the principles laid down in

Hindustan Motors case (1962 II LLJ 352) were more applicable to the present case than the principles laid down in the French Motor Car Company case (1962 II LLJ 744). In the Hindustan Motors case this Court observed that it was ordinarily desirable to have as much uniformity as possible in the wage-scales of different concerns of the same region, as this puts similar industries more or less on an equal footing in their production struggle. This Court therefore applied the wage-scales awarded by the Third Major Engineering Tribunal in Bengal in the case of Hindustan Motors also. It is urged that the Tribunal should have taken into account comparable concerns in the same industry and provided wage-scales in the same lines so that, so far as manufacturing concerns in the present appeals are concerned, there will be equality in the matter of competition. In the French Motor Car Company case however, this Court held so far as clerical staff and subordinate staff are concerned that it may be possible to take into account even those concerns which are engaged in different lines of business, for the work of clerical and subordinate staff is more or less the same in all kinds of concerns. We are of opinion that there is no inconsistency as urged in the principles laid down in these two cases. As we have already said the basis of fixation of wages and dearness allowance is industry-cum-region, where there are a large number of industrial concerns of the same kind in the same region, it would be proper to put greater emphasis on the industry part of the industry-cum-region principles as that would put all concerns on a more or less equal footing in the matter of production costs and therefore in the matter of competition in the market and this will equally apply to clerical and subordinate staff whose wages and dearness allowance also go into calculation of production costs. But where the number of comparable concerns is small in a particular region and therefore the competition aspect is not of the same importance, the region part of the industry-cum-region formula assumes greater importance particularly with reference to clerical and subordinate staff and this was what was emphasized in the French Motor Car Company case where the company was already paying the highest wages in the particular line of business and therefore comparison had to be made with as similar concerns as possible in different lines of business for the purpose of fixing wage-scales and dearness allowance. The principle therefore which emerges from these two decisions is that in applying the industry-cum-region formula for fixing wage-scales the Tribunal should lay stress on the industry part of the formula if there are a large number of concerns in the same region carrying on the same industry; in such a case in order that production cost may not be unequal and there may be equal competition, wages should generally be fixed on the basis of the comparable industries, namely, industries of the same kind. But where the number of industries of the same kind in a particular region is small, it is the region part of the industry-cum-region formula which assumes importance particularly in the case of clerical and subordinate staff, for as pointed out in the French Motor Car Company case there is not much difference in the work of this class of employees in different industries."

30. In para 17 of my Award in this Company's first industrial dispute, in following the industry-cum-region principle, I had observed as follows:—

"I however, agree with Shri Joshi's contention that normally when there is sufficient material before the Tribunal the basis for fixation of the scales of pay, dearness allowance and other conditions of service should be what comparable concerns in the same industry are paying in the region rather than to look to what other concerns in other industries in the same region are paying. In my opinion, a Tribunal would be justified in looking for comparison to concerns in other industries only when there is not sufficient material before it as to what comparable companies in the same industry are paying or there is some other compelling reason which would justify comparison with the scales of pay being paid in other industries in the same region. My approach, therefore, in fixing the scales of pay, rates of dearness allowance and other conditions of service for the clerks and subordinate staff in this company will be to see what general insurance companies in Bombay comparable to this company

are granting to like categories of their employees in Bombay [Government of India Gazette Part II, Section 3(ii) dated 23rd April, 1960, pages 1305 to 1324 at Page 1310.]”

31. There are undoubtedly a large number of units of the general insurance business in Bombay, and at the hearing both the Company and the Union filed lists of a number of companies doing general insurance business in Bombay, showing existing scales of wages, dearness allowance and other conditions of service which those companies are paying either under awards of Tribunals or under agreements entered into by them mainly with this Union. Therefore, since there are a large number of concerns of the general insurance industry in this region carrying on the same business, the proper approach, particularly when an individual unit in the industry is concerned, would be to lay emphasis on the industry part of the formula rather than on the regional part which Shri Sule has so strenuously sought to advocate. I cannot agree with Shri Sule's contention, as I shall presently show, that the wage scales prevailing in the general insurance companies in Bombay are generally so depressed, that they should not be consulted for fixing the proper wages scales for this unit in the industry. It is clear that the scales of pay and rates of dearness allowance, paid by comparable general insurance companies in Bombay, though there may be a case for some improvement in them, cannot be deemed to be granting such low or depressed scales of pay and rates of dearness allowance as not to provide a basis for comparison for the purposes of the application of the region-cum-industry principle, with special emphasis on the industry part. Nor am I impressed with Shri Sule's contention that because this is not an industry-wise adjudication, there is no safe basis for comparison. I would rather say that the considerations which he has urged may more properly be applied in an industry-wise adjudication rather than in an industrial dispute in a single unit of the industry. What I propose to do, as I shall show presently, is to adopt the scales of pay of companies which according to the Union itself are comparable with this unit. With regard to Shri Sule's third contention, it is clear that in claiming the pay scales and the rates of dearness allowance the union itself has not formulated them on the basis of the Need-Based Wage formula, with the resultant co-efficient for the middle class requirements.

32. For these reasons, what I propose to do is to apply the industry-cum-region formula with special emphasis on the industry-wise part.

33. In the first dispute it was stated on behalf of the Company that the following units in the general insurance industry were comparable to it, viz. (a) The Indian Trade and General Insurance Company (b) The Jupiter General Insurance Company, (c) The Jaya Bharat Insurance Company and (d) The New Great Insurance Company of India Ltd. and (e) The Sterling General Insurance Company. The Union had then objected to the last named company being treated as comparable to this company. I had, therefore, left it out of consideration. I had then in para 20 of my Award given the scales of pay and the rates of dearness allowance for the subordinate and clerical staff and sectional heads being paid by each of these four companies, and on a comparison of the scales of pay and rates of dearness allowance paid in those companies, I had awarded the scales of pay and rates of dearness allowance stated earlier.

34. The Company has pointed out that in correspondence that preceded the Conciliation proceedings and during the conciliation proceedings, the Union was prepared and had offered to accept the scales of pay and rates of dearness allowance being paid in the New Great Insurance Company, and that parties had nearly reached a settlement on that basis but the settlement broke down on the issue of whether there should be a separate grade of pay for the senior assistants or sectional heads. It is clear from the correspondence that had passed between the Union and the Company that the Union till August 1963 was prepared to accept the rates of dearness allowance and basic pay being paid by the New Great Insurance Company. The Union, in its letter dated 8th August, 1963 had offered as follows :—

“The Industrial Tribunal referred to a few comparable concerns including the New Great and it is now become necessary for us to compare ourselves with those terms in the New Great as the agreement of the New Great is a recent one out of the compared companies. We the, therefore, justified in requesting you to grant us a revision on the basis of the latest revision made in the New Great.”

35. Now, the scales of pay and rates of dearness allowance as fixed by the agreement dated 19th March, 1963 entered into by this very Union with that Company (the New Great Insurance Company) were as follows:—

#### Scales of Pay

Clerical staff: Rs. 80—8—128—10—188—12—260—EB—15—365 (25 years).

Dearness allowance for clerical staff and the special grade:

Upto Rs. 100/-	Rs. 90 flat.
Between Rs. 101 & Rs. 200.	Rs. 90+40% of the basic salary in excess of Rs. 100.
Between Rs. 201 & Rs. 300.	Rs. 130+15% of the basic salary in excess of Rs. 200.
Between Rs. 301 & above	Rs. 145+10% of the basic salary in excess of Rs. 300 subject to a maximum of Rs. 155.

NOTE.—The above rates of Dearness allowance shall apply when the All India Consumer Price Index (working class) figures remains between 115 and 130. In the case of any increase or decrease in the said index figure the dearness allowance shall be revised as follows:

For every rise of one point over 130 dearness allowance increased @ 1% of the basic salary subject to maximum Dearness Allowance Rs. 175.

For every reduction of one point below 115—Dearness Allowance reduced @ 1% of the basic salary (maximum reduction at any time Rs. 20).

The payment of increase or decrease in Dearness Allowance as above shall be on the basis of six-monthly adjustment in the months of January and July each year representing the half-yearly figures of July—December and January—June, respectively.

Drivers: Rs. 80—5—160—(16 years).

Subordinate staff: Rs. 35—3—65—4—85—5—115 (21 years).

Dearness allowance for Drivers and Subordinate Staff:

Same as for the clerical staff except that it provided for dearness allowance upto Rs. 200 basic salary at the following reduced rates.

Upto Rs. 100/- Rs. 80/- flat.

Between Rs. 101/- and Rs. 200/- Rs. 85/- flat.

36. The parties have also filed the scales of pay and dearness allowance at present paid by the other three companies which I had taken as comparable units with this company in my First Award viz., The Indian Trade and General Insurance Company, The Jupiter General Insurance Company and the Jaya Bharat Insurance Company (Ex. E-16). The Company has objected to Jupiter being considered as a comparable concern because that company is now managed by an Administrator appointed by the Government and is assisted by Government. This assistance takes the form of a substantial share of the premium on insurances of risks owned or controlled by Government, placed with the company through the Indian Insurance Companies Association Pool; but I do not think that factor would be a circumstance enough to justify its exclusion from comparison. The scales of pay and rates of dearness allowance for the clerical and subordinate staff as paid by these three companies viz., Indian Trade, Jupiter General and Jaya Bharat are as follows:—

#### INDIAN TRADE (As per agreement dated 9th February, 1962)

Clerical Staff: Rs. 80—6—104—8—160—12.50—210—EB—12.50—235—15—355 (25 years).

Subordinate Staff: Rs. 35—3—74—5—104 (17 years).

Head Peon: Rs. 75—5—110 (7 years).

Drivers: Rs. 75—5—125—6—161 (16 years).

## ANNEXURE 'A' TO PARA 36.

## HERCULES

*Comparative Statement showing total of Clerical Staff at various stages of basic pay calculated at All India Consumers Price Index % 144)*

	Indian Trade	Indian Mercantile	Jayabharat	New Great	South India	Jupiter	Hercules
Salary . . .	80 (1st year)	80 (1st year)	80 (1st year)	80 (1st year)	85 (1st year)	85 (1st year)	80 (1st year)
D/A . . .	90	80	100	101	87	70	65
	170	160	180	181	172	164	145
	152 (11th yr.)	150 (9th yr.)	150 (10th yr.)	148 (9th yr.)	152 (10th yr.)	147 (8th yr.)	150
	115	95	132	130	108	94	82.50
	267	245	282	278	260	241	232.50
	197.50 (15th yr.)	206 (14th yr.)	200 (15th yr.)	200 (14th yr.)	200 (15th yr.)	195 (12th yr.)	200
	120.00	111	147.50	158	120	104	110
	317.50	317	347.50	358	320	299	310
	250 (19th yr.)	244 (17th yr.)	250 (19th yr.)	248 (18th yr.)	250 (19th yr.)	255 (17th yr.)	250
	141	119	101.50	272	130	115	116
	391	303	411.50	420	380	370	366
	295 (22nd yr.)	300 (21st yr.)	295 (22nd yr.)	305 (22nd yr.)	295 (22nd yr.)	200 (20th yr.)	300
	151	130	164.50	175	139	122	116
	446	430	459.50	480	434	422	416
	355 (26th yr.)	348 (24th yr.)	355 (26th yr.)	350 (25th yr.)	355 (25th yr.)	345 (23rd yr.)	337.50
	151	130	167.50	175	151	127	116.00
	506	478	522.50	525	506	472	453.50

for Hercules Insurance Co. Ltd.,

Branch Manager.

*Dearness Allowance for Clerical Staff of the Indian Trade.* Dearness allowance scale fixed at points 437 Bombay City Cost of Living Index Figures (base 1934) as published by the Government of Maharashtra.

		Rs.
On basic salary upto	Rs. 100/-	75/-
" " " of Rs. 101 to	Rs. 128/-	95/-
" " " of Rs. 129 to	Rs. 160/-	100/-
" " " of Rs. 161 to	Rs. 210/-	105/-
" " " of Rs. 211 to	Rs. 280/-	120/-
" " " of Rs. 281 and above		130/-

For every ten points rise or fall in the above referred Index figure the Dearness Allowance to be adjusted as follows :—

On basic salary upto	Rs. 210/-	Rs. 2.50
" " " " "	Rs. 211/- and above	Rs. 3.50

*Dearness Allowance for Drivers and Subordinate staff of the Indian Trade.*

Dearness allowance for Drivers and Subordinate Staff, scale fixed at points 437 Bombay City Cost of Living Index Figures (base 1934) as published by the Government of Maharashtra.

			D.A. adjustment payable only to existing staff
On basic salary upto	Rs. 50/-	Rs. 65/-	Rs. 10/-
" " " of Rs. 51/- to	Rs. 74/-	Rs. 70/-	Rs. 5/-
" " " of Rs. 75/- to	Rs. 100/-	Rs. 75/-	..
" " " of 101 and above	Rs. 80/-	...	..

For every ten points rise or fall in the above referred index figure the dearness allowance to be adjusted as follows :

Rs. 2/-

### JUPITER GENERAL

(As per agreement dated 12-7-1962)

#### Scales of Pay

Clerical Staff . . . . .	85 (probation)-90-6-108-9-135-12-255-15-390 (25 years)
Subordinate staff . . . . .	45-3-60-4-80-5-130-130 (20 years)
Drivers . . . . .	60-4-80-5-160 (21 years).

#### Dearness Allowance for Jupiter General

Clerical staff, subordinate staff, drivers

(a) Pay upto Rs. 50/-	Rs. 65/-
(b) Pay from Rs. 51/- to 100	Rs. 65/- + 40 % of pay in excess of 50/-.
(c) Pay from Rs. 101/- to 200	Rs. 85/- + 20 % of pay in excess of 100/-.
(d) Pay from Rs. 201/- to 300	Rs. 105/- + 17 1/2 % of pay in excess of 200/-.
(e) Pay from Rs. 301/- to 400	Rs. 122.50 + 10 % of pay in excess of Rs. 300/- (Maximum Rs. 132.50).
f) Pay in excess of Rs. 400/-	Does not qualify for any additional Dearness Allowance.

#### JAYA BHARAT

(As per agreement date 29-11-1963).

#### Scales of Pay

Clerical Staff . . . . .	Rs. 80-7-94-8-150-10-200-EB--12.50-250-15-355 (25 years)
Subordinate Staff . . . . .	Rs. 35-2-55-3-70-5-110 (23 years)
Drivers . . . . .	No special grade.

*Dearness Allowance for Jayabharat**Clerical staff:*

For Rs. 80/- basic salary--Rs. 90

for further salary--graded scale with a maximum of Rs. 160

The above is upto 135 points of All India Cost of Living Index. Further rise of every 5 points Rs. 5 upto salary of Rs. 100 and Rs. 2.50 additional for next Rs. 100.

*Subordinate Staff:*

For Rs. 35 basic salary

Above Rs. 35

Rs. 80.

Rs. 4 additional for every Rs. 4 increase over Rs. 35 basic pay.

The above is upto 135 points of All India Cost of Living Index. Further rise of every 5 points an additional dearness allowance of Rs. 5 for salary upto Rs. 100 and Rs. 2.50 for next Rs. 100 basic salary.

The company has filed a comparative statement showing total emoluments of the clerical staff at various stages of the basic pay scale calculated at the All India Consumer Price Index No. 144 (Ex. E-26). The statement shows what are the earnings of the clerical staff made up of basic pay and dearness allowance at the 1st, 11th, 15th, 19th, 22nd and 26th year of their service. This is an important statement and I therefore reproduce it below in full as Annexure "A" to this para. This statement undoubtedly shows that the present wages, made up of basic pay and dearness allowance, paid to the clerical staff of the Hercules Insurance Company are generally lower at each of the six stages in the pay scale than what is paid by the other six companies, viz., Indian Trade, Indian Mercantile, Jayabharat, New Great, South India and Jupiter, except that at two or three stages, the total emoluments in respect of two companies is slightly lower than what this company pays.

I am also satisfied that the subordinate staff and the drivers are, on a similar comparison, generally better paid in the other companies than in the Hercules Insurance Company.

This clearly establishes that there is a case for revision of both the basic pay scale and the rates of dearness allowance which this company is at present paying. These scales of pay and dearness allowance have been in force in this company since 1960. There is no doubt that there has been a considerable rise in the cost of living since 1960 and that the formula of percentage dearness allowance of basic pay awarded in the first dispute has not provided satisfactory neutralisation for the rise in the cost of living since 1960. It is also clear from these and other statements filed by the Union that the other comparable units in the general insurance business in Bombay are paying higher scales of pay and better rates of dearness allowance with higher maximum than are at present paid by this company to its clerical and subordinate staff including drivers.

37. Upon a careful consideration of these scales of pay and dearness allowance in the comparable units and considering that there is a noticeable tendency for up-gradation in the wage scales and rates of dearness allowance in subsequent agreements, I would fix for the clerical and subordinate staff and drivers of this company the following scales of pay :—

Clerical Staff: Rs. 80—8—128—10—188—12—260—EB—15—380.

Subordinate Staff: Rs. 35—3—65—4—85—5—115 (21 years).

Drivers: Rs. 80—5—140 (12 years).

With regard to dearness allowance, I am firmly of the opinion that dearness allowance should be linked to the cost of living index number. I have considered the various schemes of dearness allowance to which reference was made at the hearing and I am of the opinion that the company's present scheme of dearness allowance is unsatisfactory inasmuch as it provides no automatic neutralisation of the rise or fall in the cost of living. There is not the least doubt that the percentage rate of dearness allowance fixed under the last award has not provided any satisfactory neutralisation of the rise in the cost of living that has taken place since then. I would, therefore, award the clerical staff and those who are appointed in the special grade for Senior Assistants under Demand No. 1, the same rates of dearness allowance as is provided in the agreement dated 19th March, 1963 entered into by this union with the New Great Insurance Company and which I have

reproduced at para 35 above except that the scheme shall be linked to the All India Consumer Price Index Working Class (General) (1949=100) when the Index Number remains between 130 and 140. In the case of any increase over the index No. 140, the dearness allowance shall be revised as follows:—

For every rise of one point over 140 there will be an increase in the dearness allowance at 1 % of the basic salary subject to a maximum dearness allowance of Rs. 175. For every reduction of one point below 130 the dearness allowance will be reduced by 1% of the basic salary with a maximum reduction of Rs. 20.

The payment of increase or decrease in dearness allowance as shown shall be on the basis of six monthly adjustment in the months of January and July each year representing the half-yearly figures of July—December and January—June respectively.

I would also award to the subordinate staff and the drivers the same rates of dearness allowance as is provided for the subordinate staff in the New Great Insurance Company which also I have reproduced above at para 33.

38. What remains to be done now is to fix the date from which these scales of pay and rates of dearness allowance shall come into force. The Union demands that the scales of pay should come into force from the date the demands were made on 30th January, 1963. The other relevant dates are that the Conciliator's Failure Report is dated 11th November, 1963 and the Order of Reference herein is dated 30th January, 1964. The Union has urged that the retrospective effect should be granted from 3rd January, 1963, the date when the dispute was first raised, whilst Shri Joshi for the Company has urged that in no case should the retrospective effect date be earlier than the date of reference herein which is 30th January, 1964.

39. I must also state that the company has given relief by paying one month's advance pay to the workmen. Taking all the facts and circumstances of the case, I think, that the proper date from which retrospective effect should be given on my award on pay scales and dearness allowance (Demands Nos. 2 and 3 herein) should be 1st February, 1964, which is the nearest and most convenient date after the date of the Order of reference to this Tribunal.

40. *Demand No. 4—Adjustment.*—The only other matter that remains to be dealt with is the demand for adjustment. The Union in its written statement of claim has prayed that all the employees should be fitted into the new scales on a point to point basis. The Company has opposed this demand and has rightly pointed out that in my first Award I had granted a very generous method of adjustment which had in fact placed a few workmen in a better position than if point to point adjustment had been granted. Shri Sule in his usual fair manner has admitted that the method of adjustment prescribed by the last Award was a liberal one. Shri Sule however has urged that considering the scales of pay and dearness allowance prescribed by my last Award were not very satisfactory, the workmen are entitled to some consideration in fixing their existing wages into prescribed scales of pay. Shri Joshi has justifiably relied upon the observations of the Hon'ble Supreme Court in the case of the French Motor Car Co. where their Lordships in laying down the principles for the method of adjustment to be fixed in an award in a second or subsequent dispute after adjustment had been provided in an earlier award observed as follows:—

“A review therefore of the cases cited on behalf of the respondents shows that generally adjustments are granted when scales of wages are fixed for the first time. But there is nothing in law to prevent the tribunal from granting adjustment even in cases where previously pay scales were in existence, but that has to be done sparingly taking into consideration the facts and circumstances of each case. The usual reason for granting adjustment even where wage scales were formerly in existence is that the increments provided in the former wage scales were particularly low and therefore justice required that adjustment should be granted a second time. In the present case, however, grades of pay for clerical staff which were existing previously provided increments from Rs. 5 to Rs. 10 per year, which was in accordance with the rate of increments prevailing generally in the region for such staff. Further in the case of unskilled workshop employees and subordinate staff the previous rate of increment in the appellant company was comparatively on a generous scale as compared to even such companies as Dumex (Private) Ltd. and Greaves Cotton Company. The same

could be said of the semi-skilled grade and even of the skilled grade previously in force in this company. In the circumstances, it seems to us that there is no justification for adjustment in the manner provided by the tribunal when new scales are fixed in the present case, and all that should be reasonably provided in the matter of adjustment is that when an employee is brought on to the new scale his pay should be stepped up to the next step in the new scale in case there is no such pay in the new scale."

Having given a generous method of adjustment by my last Award, and as I am giving a new scale of pay with improved increments the only directive that would be justified is that if the existing basic pay of any worker is not a step in the prescribed scale (as on 1st February, 1964) he shall be stepped up to the next high stage in the scale with effect from 1st February, 1964.

*Demand No. 5—House rent Allowance:*

41. The Union in its written statement has made the following demands:

"The Union's demand is that all the employees shall be paid as 'House rent' a sum at the rate of 10% of their basic salary per month subject to a maximum of Rs. 20/-."

42. In support of its demand the Union has stated that the Company does not provide its employees with any housing accommodation nor has it any housing scheme for its employees. It has urged that because of the acute shortage of housing in Bombay exorbitant rent has to be paid resulting the employees finding it difficult to procure suitable accommodation at reasonable rent. It has urged that the lower income group are the worst sufferers in this regard and it has relied upon the following observations of Shri K. T. Desai, National Industrial Tribunal (Bank Disputes):—

"The Sastry Tribunal in dealing with the question of house rent allowance has observed that the House rent allowance constituted really an item to be taken into account in fixing the wage scale. It further observed that normally it would be included in calculating the cost of living but there were big cities in the country where housing accommodation was scarce and rents were normally high, notwithstanding the Rent Restriction Acts, which were in force. It felt the necessity of considering these special cases and providing for a house rent allowance."

43. The Union has pointed out that the bank employees as well as the Central Government employees are in receipt of house rent allowance in terms of the Bank's Award and the recommendations of the Central Pay Commission respectively. It has further pointed that in the Insurance Industry in Bombay also there is a trend to provide house rent allowance and it has referred to the provision for house rent allowance in insurance companies like the Oriental Fire, the Life Insurance Corporation and New India Assurance Company Ltd. It has also sought to find support for its claim upon the fact that the Calcutta branch of this company is paying the subordinate staff a house rent allowance of Rs. 7 per month. It has, therefore, stated "that the introduction of House Rent Allowance to mitigate the sufferings of the employees and to compensate them at least partly for the high rate of rent paid by the employees is an imperative necessity." The Union has finally urged that 10% of the basic pay should be the minimum rate of house rent allowance to be paid to the employees of this company and it has pleaded that this demand is low considering the housing difficulties prevailing in the country. In its written statement of 23rd March 1964 the Company has, in opposing this demand, submitted that while fixing the total emoluments House Rent Allowance is an element in the employees cost of living which is taken into consideration and no separate payment on that account is justified. It has stated that the Union's demand for House Rent Allowance at the rate of 10% of the basic pay per mensem subject to a maximum of Rs. 20 cannot be accepted as it was unjustified. It has urged that most of the companies in Bombay do not grant any House Rent Allowance. At the hearing the Union filed a comparative statement regarding the particulars of the House Rent Allowance paid by 12 companies listed therein. Of these 9 companies are insurance companies, one being this Company's branch office at Calcutta and the remaining eight being insurance companies with headquarters in Bombay. The other three employers listed in the Union's statement are the banks governed by the Bank Award, Central Government Offices and State Government offices in Bombay. An analysis of the statement relating to the 8 insurance

companies shows that of these companies only the All India, Oriental and the National Fire are giving House rent Allowance to their employees other than their subordinate staff. All the rest of the Insurance Companies shown in the Union's statement (Ex. W. 7) are paying House Rent Allowance only to their subordinate staff. The All India General Insurance Company Ltd. pays its subordinate staff House Rent Allowance of Rs. 15 per month and the Jupiter pays its subordinate staff House Rent Allowance of Rs. 10 per month. All the other companies pay their subordinate staff house rent allowance of only Rs. 7 per month.

44. The company itself is granting house-rent allowance to the subordinate staff in its office at Calcutta. From the statement filed by the Union it does not appear that there is any general practice to grant house rent allowance to the clerical staff engaged in the General Insurance Industry in Bombay. However there is evidence to show that several offices are granting house rent allowance of Rs. 7 per month to their subordinate staff. This company is also granting house rent allowance of Rs. 7 to its subordinate staff at Calcutta and taking that fact into consideration, I think their claim for house rent allowance for the subordinate staff may be considered to be justified. I would, therefore, Award the subordinate staff house rent allowance at the rate of Rs. 7 per month, with effect from 1st February, 1964.

#### *Demand No. 6 Provident Fund:*

45. The Union's claim is for revision of the existing Provident Fund Scheme as under :

- (i) All permanent employees including part time employees should be made members of the Provident Fund.
- (ii) The rate of contribution should be 8-1/3% of the total emoluments, i.e. Basic Pay plus Dearness Allowance plus special allowances, if any, with equal contribution by the Company. The employees should, however, be allowed to contribute voluntarily upto 15% of their salary without corresponding contribution from the Company.
- (iii) Interest at a minimum rate of 4½% should be paid on the total contribution by the employees and company.
- (iv) Unclaimed fund should be distributed *pro-rata* every three years amongst the existing employees from time to time.
- (v) Full benefits of the Fund should be permitted to the employees on completion of five years of services.
- (vi) Loan from the Provident Fund to the extent of 6 months' salary or 90% of the employees' contribution whichever is less shall be granted to the employees at a time.

#### *Board of Trustees:*

On the Board of Provident Fund Trust, the employees and the employers should have equal number of representatives. Employees' representatives should be elected by themselves by simple majority of votes. Re-election of the employees' representatives should be held every three years unless necessitated earlier by death or resignation or recall by a majority of employees.

46. At the hearing it was admitted by the Union that there is one common Provident Fund sanctioned by the Income Tax Commissioner and that there are officers of the Company who are trustees of the Provident Fund and they have not been made parties. Therefore all the beneficiaries are not before the Tribunal nor have the trustees been joined as parties to the dispute. In view of these circumstances Shri K. T. Sule, Learned Advocate for the Union, at the hearing very fairly conceded that the demand could not be adjudicated upon and, therefore, withdrew the same. For similar reasons the Bank's Tribunal had also found it difficult to adjudicate on a demand for changes in the Provident Fund Scheme in the Banking Industry. The demand, having been withdrawn, no order is called for on this demand.

*Demand No. 7—Gratuity:*

47. The Union demands the following scheme of gratuity in modification of the existing scheme :—

“On retirement, or retrenchment or on death or on total and permanent disability of an employee while in the service of the Company :—

One month's basic salary for each year of continuance service subject to a maximum of 20 months' basic salary.

On resignation from service after completion of continuous 10 years' service :—

One month's basic salary for each year of continuous service subject to a maximum of 20 months' basic salary.

On termination of service by the Company :—

One month's basic salary for each completed year of service but not more than 20 months' basic salary.

The salary for the purpose of calculating Gratuity shall be the terminal basic salary drawable by the employee previous to death, disablement, retirement, resignation, retrenchment or termination of service as the case may be.”

The existing scheme of gratuity in force in the Company is as follows :

“In the case of retirement of any employee he should be given one month's gratuity for each year of service with a ceiling of 15 months. As regards other cases as under :—

- (1) On the death of an employee in the service of the Company or becoming physically or mentally incapable of further service :

One month's salary for each year of continuous service to be paid to the disabled employee or if he has died to his heirs or legal representative or assignees.

- (2) On voluntary retirement or resignation of employees after 15 years' continuous service :

Half month's salary for each year of continuous service.

- (3) On termination of service by the Company :

Half month's salary for each year of completed service.

The Union claims that the quantum of gratuity shall be calculated on the “terminal basic salary drawable by the employee previous to death, disablement, retirement, resignation, retrenchment or termination of service as the case may be”. The Union has urged in its written statement and at the hearing that the rate of gratuity as provided in the existing scheme as also the qualifying period of service for payment of gratuity in the event of termination, retirement or resignation is too low. It has referred to several Insurance Companies in Bombay, whose schemes of gratuity provide better terms than of this company. The Union has filed a comparative statement of gratuity at present in force in about 33 other insurance companies (Ex. W4) and I shall deal with this Statement presently. The Union has in its written statement urged that the Company has already introduced a Superannuation scheme for its executive staff which provides for benefits of superannuation at the rate of two months' salary for each completed year of service. It has urged that the Company's executive staff are paid ‘fabulous salaries’ and that considering this there could be no justification for the Company to deny its staff and subordinate staff the modified scheme of gratuity as demanded by the Union. It has referred to the sound and prosperous financial position of the Company and the large profits the Company has been earning annually and has urged that such a Company could easily grant a better scheme of gratuity and one more in line with the schemes of gratuity in force in comparable general insurance companies in Bombay. It has urged that the principles of socio-distributive justice requires a more equitable distribution by way of salaries and other benefits.

It has urged that under the present scheme of gratuity the employees retiring on completion of 60 years of age have to receive a very small amount of gratuity which, at the present rate of the cost of living does not provide any adequate retiral benefit. It has argued that the absence of a pension scheme in the Company also justifies, an improved scheme of gratuity.

48. The Company in its written statement has submitted that the Union's demand for gratuity at the rate of one month's basic salary for each year of service with

a maximum of 20 months' salary in extravagant and unreasonable. The Company has submitted that by my Award in the earlier dispute I had liberalised the then existing scheme of gratuity, and no further improvement is justified. It has pleaded that the retirement benefits in the Company should be uniform and that a long term benefit like gratuity should not be altered within a very short period. Finally, the Company has urged that its scheme of gratuity compares favourably with comparable units in the industry and should not therefore be revised.

49. As stated earlier, the Union has filed a comparative statement (Ex. W. 4) giving a summary of the schemes of gratuity in force in 33 companies in Bombay, the majority of which are general insurance companies, but a few of which are concerns and offices in other industries (Ex. W. 4).

50. At the hearing, the Union conceded that there has been no change in the gratuity scheme in force in the head office of the Company, now at Madras. The Union also conceded that provision for payment of gratuity in the event of death and disabilities in the existing scheme of gratuity is in fact better than claimed by the Union. The Union has, however, passed that in the events of voluntary retirement, retrenchment and termination of service also the rate of gratuity should be one month's basic salary. It has, in support of this claim, relied upon the observations of the Hon'ble Supreme Court in the case of Greaves Cotton and Co. (1964 1 LLJ p. 351). In that case, their Lordships noticed that in Bombay the trend of decisions of Industrial Tribunals was to award the maximum gratuity payable, equipment to 20 months' basic salary. Their Lordships in that case observed :—

"So far as the increase in the maximum from 15 months to 20 months is concerned, it appears that the Tribunal has relied on a number of cases in which the maximum is higher than fifteen months' wages. In these circumstances considering that the Tribunals have now begun to give a higher ceiling, and in one concern, namely Machinon & Machenzie the ceiling has been fixed even so high as thirty months by agreement, we do not think that any interference is called for in the present case".

Referring to its statement (Ex. W. 4) the Union has observed that not only in other industrial and commercial concerns in Bombay like Alcock Ashdown, Ruston and Honnsby, Scindia Steam Navigation Co., but also in general insurance companies like British India Insurance Co., New India Assurance Company, South India Insurance Company, the maximum amount of gratuity is now fixed at the equivalent of 20 months wages. But I find from the Union's statement itself that even those general insurance companies which grant the maximum of 20 months basic wages are granting it only in cases where the service of the employees has been longer than 30 years.

51. I am satisfied that the general trend in Bombay, as noticed by the Hon'ble Supreme Court in its decision in Greaves Cotton & Company's case is to increase the maximum of the amount of gratuity payable and to raise it to 20 months basic pay and that general insurance companies are also now beginning to follow that trend. I feel that there is force in the Union's plea that at the present high cost of living the ceiling of gratuity needs to be increased if it is to serve fully the purpose of a retiral benefit on which the workman can fall back in their old age, for some little source of income. I would, therefore, direct that in the events of voluntary retirement and termination of the service by the employers the rate of gratuity after completion of 30 years continuous service shall be at the rate of one month's basic pay for each completed year of service with a maximum of 20 months' basic pay or salary. The gratuity to be calculated on the basis of the pay or salary drawn on the date of the occurrence of the event entitling the workmen to payment of gratuity and as fixed by the scheme of gratuity awarded by me in my last Award. I further direct that the benefit of the Award on this demand shall be given with effect from 1st February, 1964.

**Demand No. 8.—Leave:**

52. The Union has claimed the following leave benefits.

"The workmen of the Company are now governed by the leave scheme provided in the Award of the Honourable Tribunal in the reference No. CGIT. 8 of 1960. The demands for the revision of scheme are as under:—

**Casual Leave.**—15 day's casual leave should be given in a calendar year. 8 days casual leave may be granted at a stretch. Casual leave may be prefixed and suffixed to Holidays and **Sundays**.

*Privilege Leave.*—Privilege leave should be allowed to all employees at the rate of one day for every 11 calendar days. Employees should be allowed to accumulate leave up to 6 months. Return fare to the employee, his wife and dependents should be granted once in two years for going anywhere in India. Encashment of leave shall be allowed.

*Sick Leave.*—Thirty days sick leave per year should be allowed on full pay to the employees with a maximum accumulation of 12 months during the service period. In case of prolonged illness further sick leave with half pay should be allowed upto six more months and another six months without pay.

*Maternity Leave.*—Maternity leave upto the period of three months shall be allowed to all female employees, but in no case more than six week leave will be allowed from the date of confinement.

*Examination Leave.*—Employees shall be allowed adequate leave for appearing in all the recognised examination in addition to all other leave.

*Special Leave.*—Adequate leave shall be allowed to the Union Representatives and office bearers of all India Insurance Employees' Association and/or its affiliated Units to enable them to attend meetings and conferences of the Unions and their Central Organisations and to participate in the Tribunals' and Conciliation Proceedings.

#### *Casual Leave:*

53. Under the existing leave rules, as awarded by me by my last award, in reference No. CGIT. 8 of 1960, the workmen are entitled to 10 days' casual leave. The Union's demand is that it should be increased to 15 days in the year. From the comparative statement filed by the Union, (Exhibit W. 3) I find that a large majority of the 31 other companies shown therein are granting the same quantum of casual leave as awarded by me, in the last dispute viz. 10 days in a year with three days casual leave at a stretch. I am not satisfied that the Union's demand for 6 days casual leave being allowed to be taken at a stretch is justified. It must be remembered that casual leave is to be availed of only for emergent and unforeseen circumstances and therefore more than a few days casual leave at a time would be inconsistent with the very nature of the leave. In this Company the practice is to allow casual leave to be prefixed or suffixed to closed holidays on special requests and I am not satisfied that this has not worked satisfactorily or that the workmen have any justifiable grievance with regard thereto.

#### *Privilege Leave:*

54. At present the employees of the Company are entitled to 30 days privilege leave with full pay in the year with the right to accumulate the same up to 90 days. The Union demands that the privilege leave should be allowed to all employees at the rate of one day for every eleven calendar days attendance and that such leaves should be allowed to be accumulated upto a total period of 6 months. The statement (Exhibit W. 3) filed by the Union, however, shows that of the 31 other Companies shown therein, the majority are allowing 30 days privilege leave in the year with accumulation upto 60 days. A few companies are no doubt allowing 1 day for every 11 days work and are also allowing certain amount of leave to be encashed. But by and large the practice in the industry appears to be to grant 30 days privilege leave in the year and accumulation of 60 to 90 days. The present privilege leave of the workmen of this Company compared to the privilege leave generally granted in the Industry, seems to be quite satisfactory and, in my opinion, does not call for any revision.

55. There is demand for return railway fare to the employees, his wife and dependents, once in two years for going anywhere in India. The statement (Ex. W. 3) filed by the Union does not indicate that there is any such practice in the general insurance industry in Bombay. The Union in support of the claim has relied upon the Bank's award of Shri K. T. Desai National Industrial Tribunal, where this sort of benefit has been awarded. The demand as worded is for return railway fare for the employee his wife and dependents once in two years "for going anywhere in India". The demand is too widely termed to be considered favourably in a single unit of the industry. I am, therefore, not satisfied that the Union is justified in making this claim nor am I impressed with the Union's claim for encashment of unavailed privilege leave.

56. Shri Sule, the learned advocate for the Union had argued that if the employee is refused leave in particular month, for which he applied and the

Company offers him leave in some other month, which is not convenient to the employee, then the workmen should be allowed to encash the leave. I am not inclined to agree with the view that all unavailed privilege leave should be allowed to be encashed. Privilege leave is meant for rest and recuperation and

in my opinion far from employees being allowed to accumulate and to encash it, every effort should be made to encourage workers, each year to avail themselves regularly of this leave. The demand for encashment of privilege leave is, therefore, rejected.

#### *Sick Leave:*

57. The Union has demanded 30 days sick leave on full pay with accumulation to be allowed upto 12 months during the entire service period. The Union has further demanded that in case of prolonged illness sick leave with half pay should be allowed upto 6 more months and another further 6 months without pay. It appears that at present employees of this Company are entitled to 15 days sick leave in the year with a right to accumulate the same upto 90 days. The Union's statement Exhibit W. 3 shows that the normal practice in the industry is to allow 15 days' sick leave in a year but to allow longer accumulation than 90 days. It is true that there are several companies which grant 30 days sick leave in the year with accumulation for a period longer than 3 months. But the majority of the Companies are granting 15 days sick leave in a year. As I have repeatedly observed is the past, sick leave is the one leave which by its very nature should be allowed to be accumulated over a long period. I think it would be fair to allow accumulation of sick leave upto a maximum period of 12 months in the entire period of service on full pay and I award accordingly.

#### *Maternity leave.*

58. The demand is that maternity leave up to a period of three months shall be allowed, but in no case more than six weeks leave will be allowed from the date of confinement. This Company employ only the women employees. The Maternity Benefit Act does not apply to this establishment as it is governed by the Shops and Establishments Act and not the Factories Act. Some provision for maternity leave appears to be necessary and I think it would be reasonable and fair in the facts and circumstances of the case if I allow the same benefit in respect of maternity leave as is provided by the Oriental Fire & General Insurance Company, which grants three months maternity leave with a maximum of four occasions during the entire period of service. I, therefore, direct this Company shall grant the same maternity leave as is granted by Oriental Fire & General Insurance Company.

#### *Examination leave:*

59. The demand is that employees should be allowed adequate leave for appearing in any of the recognised examinations and this leave should be in addition to all other leaves. The Union has argued that the acquiring of higher qualifications adds to the efficiency of the employee and that most of the Insurance Companies encourage their employees by granting necessary leave facilities to appear for recognised examinations. The Union's statement, Exhibit W. 3, however, does not show that there is any such practice in the industry. The Union has not in its demand specified the quantum of such leave. I think there is justification in the Company's contention that the workmen could avail themselves of all casual leave to appear for their examinations. But if the examinations are for higher qualification in the Insurance Business, then an exception should be made and special casual leave with pay for the actual days of such examination should be granted. I, therefore, make an award in terms stated above.

#### *Leave to attend Annual Conferences of the Unions:*

60. The next demand is for leave to enable the employees to attend annual conference of their Unions and their central organisations to which their Unions are affiliated. There does not seem to be any practice in the industry to grant such leave. The Bank's Tribunal in para 9.26 of its Award, observed and directed as follows:

"Having regard to the fact that workmen in the banking industry have been organised on an all-India basis and there are all-India organisations, to which various unions of workmen employed in banks

have been affiliated, I consider it in the interest of the industry that special casual leave should be granted to the office bearers and Executive Committee members of the All India Bank Employee organisation hereinafter mentioned in order to enable them to attend meetings and conferences. I accordingly direct that the office bearers and the Executive Committee members of the All India Bank Employees' Association, the All India Bank Employees' Federation and the All India State Bank of India Staff Federation, who are workmen employed in banks governed by the award should be given by the respective banks special casual leave upto 7 days in a calendar year for the purpose of attending meetings and conferences of their respective organisations. The State Bank of India and some other banks are giving special leave to office bearers and Committee members of various Unions. It is not intended by this award that these facilities when they are in excess of what is hereby provided should in any way be discontinued or curtailed. In this award, having regard to the limited quantity of evidence available on the subject, facilities only of a limited nature have been directed to be provided."

As will be noticed these directions were given in an all-India adjudication, where it was noticed that employees in the Banking Industry had been organised on an All India basis for a long time. This dispute, however, is in respect of a single unit in the general insurance industry and the Union has not established that any one of this Company's limited number of employees are office bearers of any all-India Trade Union Organisations in the general insurance industry. This, by itself would justify the Company's opposition to the demand. If the demand had been made in an industrial dispute raised on an all-India basis or in which a large number of Insurance Companies were parties, then there would have been some justification for considering the demand favourably. But such a demand cannot be considered in an industrial dispute in a single isolated unit particularly when the number of employees therein is as limited as it is in this Company. The demand is, therefore, rejected.

61. The Union has also demanded that the management should grant special leave to enable its employees to attend proceedings before the Conciliation Officer and the Industrial Tribunal to enable them to participate in those proceedings. Shri Joshi in opposing the demand has relied upon the decision of the Hon'ble Supreme Court in the case of Rohtia's Sugar Ltd. and others and Mazdoor Seva Sangh & others (1960 1 LLJ page 567) in which case the Hon'ble Supreme Court following its earlier pronouncements in the case of the Punjab National Bank's case (1957 1 LLJ p. 455) turned down the Industrial Tribunal's directions that the workmen attending the proceedings before the Industrial Tribunal should be treated as on special leave with pay for the period of such attendance. The objection of Shri Joshi must, therefore, be upheld. But I do trust that this Company will give all the necessary facilities to its workmen who are either directly connected or who are office bearers of its Unions to attend proceedings before the Conciliation Officer and Industrial Tribunals as this would in my opinion help the maintenance of good industrial relations between the employers and their workmen. But the workmen must not understand that they can claim this as of right.

*Demand No. 9.—Special Allowances:*

62. The Union in its written statement has made the following claims:

"Employees engaged in work mentioned below and/or designated as below shall be entitled to a special allowance per mensem in addition to their salaries and emoluments in the manner stated below:

- (a) Bank Peons, Despatch Peons, Head Peons, Peons doing filing work, Franking machine operators and such other employees...Rs. 20 (per month).
- (b) Typists paying and receiving Cashiers, Calculating Machine Operators and such other employees"..... Rs. 30 (per month).

I shall first take up the case of the Bank peons. By my award in the last dispute I had awarded for the cash peons a special allowance of Rs. 5 per month. The Union has argued that this is inadequate compensation for the risk which the cash Peons undertake in carrying to and bringing back money from the Bank. From the statement Ex. W-2 filed by the Union, it appears that in the majority of the 29 general insurance companies listed therein, the Bank Peons

are paid an allowance of Rs. 10 per month. It appears that the general trend in the general insurance industry now is to pay the cash peons an allowance of Rs. 10 per month. I would, therefore, increase the allowance of the Bank Peon from Rs. 5 to Rs. 10 per month with effect from 1-2-1964.

63. With regard to the claim for a special allowance to the despatch peon, I am not satisfied that a case has been made out for a special allowance for him. In my last Award I had rejected the demand and no change in circumstances had been shown to justify the grant of any special allowance to the despatch peon of the Company.

64. The next demand is that the Head Peon should be given a special allowance. The Head Peon does not get a special scale of pay and considering that there are about 7 peons in all employed in this company, there is, in my opinion, some justification for grant of a special allowance to the Head Peon. Some insurance companies are granting a special allowance to their Havaldars (Head Peons). I think in this case a special allowance of Rs. 5 per month to the Head Peon would meet the ends of justice. The same should be granted from 1-2-1964.

As regards filing peons I am not satisfied that a case has been made out for a special allowance for them.

65. With regard to the Franking Machine Operators, it appears from Ex. W-2 that there is a practice to grant a small extra allowance. I would, therefore, grant an allowance of Rs. 5 for the Peons handling Franking Machines with effect from 1-2-1964.

66. The next claim is for payment of a typing allowance to Typists. In the last dispute I disallowed the claim. I am not impressed by the Union's argument that typing work has an adverse effect on the health of typists. The Union's statement Ex. W. 2 shows that there are only 9 companies paying a special allowance to their typists. I had, in a recent award, refused such a claim for the typists working in the Bombay Port Trust (Government of India Gazette Part II Sec. 3 (ii) dated 30th May, 1964) (pages 2256 to 2261) and for the reasons stated therein, I do not think this demand is justified.

67. To the Clerks who are asked to handle cash, the Company under my last award is paying a special allowance of Rs. 10 per month. The Union claims that the same should be increased to Rs. 30 per month. In my opinion this is an exaggerated claim. From the statement filed by the Union Ex. W. 2 it appears that out of the 29 companies listed therein 13 companies are paying a special allowance to the Clerks handling cash of whom a majority viz. 9 are paying Rs. 10 per month and only 4 are granting Rs. 15 per month. I am, therefore, not satisfied that a case has been made out by the Union for increasing the quantum of the special allowance for clerks paying and receiving cash.

68. The only other category that remains to be considered is the category of employees handling calculating machines. They are at present paid an allowance of Rs. 5 per month. The Union's statement Ex. W. 2 shows that the tendency is to grant them an allowance of Rs. 10 per mensem. I, therefore, award Rs. 10 as allowance to Clerks operating calculating machines, with effect from 1-2-1964.

#### *Demand No. 10.—Working Hours:*

69. The Union's demand is as stated in its statement of claim is as follows:—

"The working hours for employees for grade 'C' and grade 'D' shall be 33 hours a week and 36 hours for employees in grade 'A' and 'B'. A grace time of 15 minutes shall be allowed before they are marked late."

The present working hours for the clerical staff are from 10 A.M. to 1.30 P.M. and 2.30 P.M. to 5.30 P.M. on week days and 10 A.M. to 1.30 P.M. on Saturdays. Thus the present total working hours are 36 hours in a week. The subordinate staff also work 36 hours in a week but under two shifts.

70. The demand is that the working hours should be reduced to 33 hours in a week, in the case of the clerical staff in category 'C' and the supervisory staff in category 'D' and should not be more than 36 hours for the subordinate staff. The Union has suggested that the clerical staff's working hours should be 10.30 A.M. to 1.30 P.M. and 2.30 P.M. to 5.30 P.M. on week days and 10.30 A.M. to 1.30 P.M. on Saturdays. The main ground for asking for reduction of working hours is that

of traffic difficulties the employees have to leave home very early to reach office by 10 A.M. and it gets quite late by the time they reach home after finishing work at 5.30 P.M.; which leaves them no time for social and other obligations. The Union in support of its demand has filed comparative statement of the working hours obtainable in the General Insurance industry in Bombay (Ex. W.1.), a scrutiny of which shows that in the majority of the companies the number of working hours are 36. There are certain offices which work for 33 hours a week and some which work 35½ hours a week but as I have stated the majority of the 29 companies listed in the Union's statement have 36 hours a week for the clerical staff. I am not satisfied that a change in the reduction of working hours is called for. Of the twenty nine companies listed in the Union's statement (Ex. W.1) only two Companies have lesser working hours for their subordinate staff than those in force in this company and all the rest have longer working hours.

71. The dispute however centres round the working hours for the car drivers, which are 42 subject to the driver's convenience of the two car drivers one has arrived at a mutual arrangement with the officer under whom he is working and there is no difficulty with regard to him. Even so, 42 hours work a week cannot be considered excessive. Under the Bank's award the working hours of the subordinate staff have been fixed 42½ hours a week and therefore I am not satisfied that there is any case made out for interfering with the present working hours of the drivers.

72. The Union's special plea is with regard to the grace time. As stated in the demand the claim is for 15 minutes grace time before any employee is marked late. I have heard the submissions of the parties and I am satisfied that there is no real grievance on the question of grace time. There is no doubt true that employees travelling by train and buses over long distance do get held up because of traffic congestion and are liable to be late sometimes in attending their offices. But the danger on the other hand is of such a grace time if allowed by an award becoming the rule. I am satisfied that the management is not taking an unfair attitude in the matter of grant of grace time. I may state that in my last award also I had considered the claim for reduction of working hours. I do not feel satisfied that a case has been made out establishing any change of circumstances since then to justify my altering my opinion. In the result the demand for reduction in the existing working hours and for grace time of 15 minutes is rejected.

#### *Demand No. 11—Uniforms;*

73. The demand for uniforms is made on behalf of the subordinate staff consisting of six peons and two car drivers. Under the directions made in my last award they have got three sets of uniforms and one umbrella each year. The additional demand now is for an over coat for the peons on outside duty and the two car drivers. It appears that the Company does supply three uniforms as directed but not necessarily in January of each year and its position is that it would have no objection to replace any torn uniform if the same is brought to the management in January of each year. The Company is paying the laundry charges for the washing of the uniforms. The Company has also no objection to supply the umbrellas in the month of May each year instead of in the month of June. The company does not insist that the old umbrellas should be returned. I think this fair enough and direct accordingly.

74. With regard to the over coat the Union says that it may be supplied once in two years to the one out-door peon and the two car drivers. The management is agreeable to this and I direct accordingly.

75. I further direct that all the dues of the workmen by way of difference in basic pay and dearness allowance shall be paid to them along with the other amounts payable under my Award herein on any of the other demands, within one month from the date this Award becomes enforceable, after adjustment is made of the one month's interim pay—basic and dearness allowance—which the company has granted to the workmen as stated above.

76. Considering the protracted nature of the hearing, in this adjudication and considering that the Union has succeeded on major demands, I think a provision for costs in its favour will be justified. I therefore direct the company to

pay to the Union Rs. 250 in this case. Payment is to be effected within one month from the date this award comes into force.

Sd./- SALIM M. MERCHANT,

Presiding Officer,  
Central Government Industrial Tribunal,  
Bombay.

[No. 70(11)/63-LRIV.]

*New Delhi, the 8th July 1965*

**S.O. 2071.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 17th June, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,  
BOMBAY.**

REFERENCE CGIT No. 57 of 1964

Employers in relation to the Bombay Port Trust, Bombay

AND

The Bombay Port Trust General Workers' Union.

**PRESENT:**

Shri Salim M. Merchant, Presiding Officer.

**APPEARANCES:**

*For the B.P.T.:* Shri M. R. S. Captain, Legal Adviser, with Shri R. K. Shetty, Deputy Legal Adviser.

*For the Workmen:* Shri S. Maitra, General Secretary, The Bombay Port Trust General Workers' Union.

*Dated at Bombay this 14th day of June, 1965*

**INDUSTRY:** Port and Docks.

**STATE:** Maharashtra.

**A W A R D**

The Central Government, upon a joint application of the parties, in exercise of the powers under sub-section 2 of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties abovenamed, in respect of the following subject matters to me for adjudication:—

"Does the scale of pay of the Muccadam attached to the Motor Garage at the B.P.T. Administrative Offices need any modification, having regard to his duties and responsibilities and the scales of pay fixed in respect of other categories of Muccadams in the Bombay Port Trust by the Committee for the Classification and Categorisation of Class III and Class IV employees of Major Ports. If so, what should be the proper scale and from what date should it be made effective."

2. The present Muccadam of the Motor Garage at the Head office of Bombay Port Trust is one Shri Anandas Subhana, who was working as a cleaner upto 30th June, 1961, and was promoted to work as a muccadam with effect from 1st July, 1961, in the Garage at the Head Offices at Ballard Pier. It appears that at that time there were only two scales of pay for Muccadams, viz. Rs. 35—1—50 and Rs. 40—2—60—2½—75. I shall refer to them as the pre-Classification and Categorisation Committees' Scales (for brevity's sake as the pre-CCC-scales). It appears that by its Resolution No. 23—PLA(91)/58 dated 23rd August, 1958, published in the Gazette of India Extraordinary, Part 1 section 1, No. 84A dated 25-8-1958, the Government of India in the Ministry of Transport and Communications (Department of Transport) constituted a committee to undertake the work of classification and categorisation of Class III and Class IV posts in the Major Ports of Bombay, Calcutta, Madras, Cochin, Kandla and Vizagapatnam,

and fix them into one or the other of the scales of pay given in the schedule attached to that Resolution. This Committee which has come to be known as the Committee for Classification and Categorisation of Employees of Major Ports, made its report dated 28th May, 1961, and under Serial Nos. 159 and 204 to its schedule at pages 41 and 43 respectively, recommended two scales of pay for Muccadams. Under Serial No. 159, for Muccadams of Sweepers/Scavengers of the Engineering Department it retained the existing scale of pay of Rs. 35—1—50 and under Serial No. 204 for "Muccadams" also of the Engineering Department of the Bombay Port Trust it retained the scale of Rs. 40—2—60—2½—75, which though higher than the scale of Rs. 40—2—60 for other Major Ports was protected under the Government Resolution appointing the Committee.

3. Now, these two scales of pay of Rs. 35—1—50 and Rs. 40—2—60—2½—75 were, under the Central Pay Commission's recommendations, made equivalent to Rs. 75—1—85—EB—2—95 and Rs. 85—2—95—3—110. It is admitted that the Muccadam of the Garage at the B.P.T. Central Offices is in the former lower scale and the Union's demand is that he is entitled to the higher scale for Muccadams from 1-10-1957, the date on which the C.C. Committee's recommendations came into operation.

4. It is admitted that before the C.C. Committee, the B.P.T. had submitted a statement showing duties and responsibilities, qualifications needed, method of recruitment etc., of the various categories of its employees. The Union, in para 7 of its written statement has extracted the particulars with regard to Muccadam Sweeper and Scavengers and "Muccadam" of the Engineering Department as furnished by the B.P.T. to the C.C. Committee and it is admitted that that extract is correct. That extract is as follows:—

S. No.	No. of posts	Duties and responsibilities	Qualification	Method of recruitment
57	8	Outdoor; to supervise the work of sweepers and Scavengers.	Must be literate and capable of controlling sweepers and Scavengers.	By promotion from sweepers and scavengers on the basis of seniority cum suitability.

At page 44 under item No. 105 it is shown *Muccadam* Rs. 40—2—60—2½—75.

105	131	Outdoor; to supervise the work of Mazdoors and control them and submit report.	Must be literate.	By promotion from nowganis.
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5. The Union's claim is that the Muccadam of the Garage (Motor), Head Office, on the basis of his duties and responsibilities and qualifications, is entitled to the higher grade of Rs. 85—110. The short-point that falls for decision is whether the duties of this muccadam are more akin to those of the Sanitary and other muccadams who were in the old scale of Rs. 35—1—50 and are in the revised scale of Rs. 75—95 or to those of the muccadams of the Engineering Department, who were in the old scale of Rs. 40—2—60—2½—75, which is equivalent to the revised scale of Rs. 85—110.

6. At this stage, I should like to refer briefly to the correspondence that passed between the parties on the question under reference. It appears that on 17th November 1961, the Union made a representation to the Bombay Port Trust Administration claiming that Shri Anandas Subhana, who was working as a muccadam in the Head Office Garage, was doing certain duties specified in that letter, and stating that he had wrongly been classified in the lower scale of Rs. 35—1—50 under the C.C. Committee's recommendations. In that letter, the Union stated that being literate and being in a position to discharge the duties of a literate muccadam, he (Anandas Subhana) should have been fixed in the scale

of Rs. 40—2—60—2½—75 under Serial No. 204 of the C.C. Committee's recommendations. The Administration, by its reply dated 24th August, 1962, rejected the claim on the ground that it had been found that there could be no valid comparison between the muccadam attached to the Head Office Garage and the muccadam mentioned in other sections of the Engineering Department; because the latter were doing essentially supervisory duties, whilst the former was not. The Union, in its rejoinder dated 30th August, 1962, stated that the Head Office Motor Garage muccadam was required to supervise the work of cleaners do the postings of watchmen, issue petrol, etc., and his work and duties and responsibilities are in no way inferior to those of Muccadams who were put on the scale of Rs. 40—2—60—2½—75. I might here state that the B.P.T. in their letter No. P/GEE-G/1015 dated 5th March, 1962, revised the scales of pay for Class III and Class IV employees in the light of the recommendations of the Second Pay Commission, with effect from 1st July, 1959.

7. It is admitted that in the statement filed by the B.P.T. before the C.C. Committee the Muccadam, Head Office Motor Garage was not shown separately nor is he shown separately in Schedule I to the C.C. Committee's Report. He has also not been shown separately in the list of scales of pay proposed in the light of the recommendations of the Second Pay Commission, as the Muccadam, Head Office Motor Garage. In all these documents only two categories of Muccadams are shown to be working under the Chief Engineer, one is the Muccadam of sweepers/scavengers and the other "Muccadam" with no qualifications except that he must be literate. The Union has also pointed out that there is no mention of the Muccadam, Head Office Motor Garage, in the Bombay Port Trust's Rules and Regulations for Non-Scheduled Staff 1959 or 1963 edition. The Union has urged that the Muccadam of the Head Office Motor Garage can by no stretch of imagination be equated with the Muccadam of sweepers/scavengers and therefore, he must be held to be equivalent to the only other Muccadam in the Engineering Department, who is in the scale of Rs. 40—2—60—2½—75, pre-CCC scale.

8. The Union, in para 13 of its written statement has submitted that as the Muccadam, Head Office Motor Garage, has to supervise the work of motor-cleaners, issue petrol, ensure that the watchmen are posted at different positions and in the absence of any watchmen, report the matter to higher authorities and arrange for alternate postings, and as he has to issue stores such as all kinds of oils, cotton waste, cloth special grease polish, valve-tubes, spanners, pumps etc., and keep record, operate the petrol pump and issue petrol to the Port Trust vehicles he should have been deemed also to be a semi-skilled supervisor and should have been placed in the scale of Rs. 40—2—60—2½—75.

9. The Bombay Port Trust has annexed to its written statement a statement containing extracts from the statement showing duties and responsibilities qualifications and method of recruitment of Class III and Class IV employees filed by it before the Classification and Categorisation Committee. In that statement, it has shown the qualifications and method of recruitment prescribed by it for (1) Muccadams, Sanitary branch of the Docks Department (2) Muccadam of Sweepers and Scavengers in the Engineering Department (3) Quarters-Muccadam Wedala, in the Labour Department (4) Muccadam, Sanitary branch of the Medical Department and (5) Muccadam of Fire Bucket Lascars in the Port Department. It has in that statement given the following particulars of the duties and responsibilities and method of recruitment of the Muccadam attached to the Motor Garage at the Administrative Offices of the Bombay Port Trust and other details, which were not stated before the C.C. Committee:—

*"Muccadam, Head Office Motor Garage*

Duties and responsibilities, qualifications and method of recruitment of Muccadam attached to the Motor Garage at the Administrative Offices of the Employers, not stated before the committee.

*Old Scale of pay: 35—1—50—*

*Duties and Responsibilities:* Operates the Petrol Pump and delivers oil and other stores such as soap, dungri cloth, cotton waste, etc. for the motor vehicles and push-bicycles under instructions of the Senior Clerks, Motors. Notes the meter

reading of the Petrol pump at the close of the day and maintains account of watchmen's uniform given to the Dhobi for washing. Assists the Senior Clerks, Motors, in taking the levels of petrol in the underground petrol storage tank and it the Petroleum Company's tank lorry before and after receipt of petrol from the Company.

Delivers letters and messages to certain sections of the Chief Engineer's Office. Supervises the work of 3 Motor Cleaners.

*Qualifications:* Must be literate.

*Method of Recruitment:* By promotion from Motor Cleaner.

*C.C.C. Report:* NOT INCLUDED."

10. The Bombay Port Trust has contended that the Muccadam of the Head Office Motor Garage should be equated with the Muccadam of the sweeper and scavengers in the Engineering Department. It has urged that the Garage Muccadam does not submit reports and is not promoted from the post of Navganees whose scale is Rs. 35—1—40, and which are considered semi-skilled. It has submitted that these were the two qualifications as stated by the B.P.T. before the C.C. Committee (see para 7 of the Union's written statement) which entitled the "Muccadam" of the Engineering Department to higher scales of pay. It is admitted that the present Muccadam of the Head Office Motor Garage was not promoted from the rank of "Navganees" but from the rank of "Cleaners". However, I am not satisfied that this would disqualify the garage Muccadam from being compared with the Muccadam of the Engineering Department because it is admitted that he does supervise the work of three cleaners who are now working in a separate garage at Carnac Bunder since the Head Office building of the B.P.T. had been under re-construction. It is also admitted that this Muccadam goes to the Carnac Bunder Garage every morning and it is not denied that he there supervises the work of the three cleaners. If those three cleaners were working in the Head Office Garage, as they were normally doing formerly, he would have been supervising their work the whole time. It is further admitted that this Muccadam is literate in Marathi and though he may not be able to submit full reports, he is, all the same discharging other duties which the Muccadam of the Sanitary Department, does not admittedly discharge. In my opinion, the Muccadam of the Head Office Motor Garage has suffered because his scale was not considered by the C.C. Committee, by an omission for which he is no way responsible. I was told at the hearing that the post of Muccadam of the Head Office Motor Garage is a relict of the past, because formerly practically every officer of the Port Trust was provided with a car and the Muccadam of the Garage had to supervise the work of the cleaners of about 24 cars, and that today there are only about 8 office cars and only three cleaners who work under instructions of the Muccadam. This no doubt is true. But considering his other duties as stated in "Exhibit A" at page 8 of the written statement of the B.P.T. itself I am satisfied that this Muccadam discharges many more and higher duties than are discharged by the Muccadam of Sweepers and Scavengers of the Engineering Department. As there is only one other scale for Muccadams in the Engineering Department he would be entitled to it. He unquestionably supervises the work of the cleaners, and he is literate. He does not submit reports, but he discharges many other duties which even the "Muccadam" of the Engineering Department is not shown as capable of discharging.

11. On a careful consideration of the submissions made by the parties, I am definitely of the opinion that the Muccadam of the Head Office Garage does more responsible and varied work than the muccadam of the Sanitary section of the Engineering Department and his duties, to me, appear to be more akin to those of the Muccadam of the Engineering Department and I would therefore, answer the question under reference in favour of the muccadam Head Office Motor Garage, and hold that his scale of pay needs modification, having regard to his duties and responsibilities and that his proper scale of pay should be the scale of pay fixed for the "Muccadam" of the Engineering Department by the C.C. Committee, namely Rs. 40—2—60—2½—75, and that he should under the Pay Commission's scale (Second Pay Commission) be fixed in the scale of Rs. 85—2—95—3—110 from the date the C.C. Committee scales have become applicable to him, with the benefit of option and with the prescribed adjustment of his pay in the revised scale. I further direct that the dues of the workman

so calculated, should be paid to him within one month of the date this award becomes enforceable.

No order as to costs.

(Sd.) SALIM M. MERCHANT,  
Presiding Officer.  
[No. 28/45/64/LR.IV.]

**S.O. 2072.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 17th June, 1965.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT BOMBAY**

REFERENCE No. CGIT 86 OF 1964

Employers in relation to the Bombay Port Trust, Bombay,

AND

their workmen.

**PRESENT:**

Shri Salim M. Merchant, Presiding Officer.

**APPEARANCES:**

*For the B.P.T.*—Shri M. R. S. Captain, Legal Adviser, with Shri R. K. Shetty, Deputy Legal Adviser.

*For the B.P.T. General Workers' Union*—Shri S. Maitra, General Secretary, The B.P.T. General Workers' Union.

Dated at Bombay this 14th day of June, 1965.

**INDUSTRY:** Port and Docks.

**STATE:** Maharashtra.

**AWARD**

1. Upon a joint application of the parties above-named, The Central Government, by the Ministry of Labour & Employment's Order No. 28/85/64/LR IV dated 29th August, 1964, made in exercise of the powers conferred by sub-section 2 of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the said parties in respect of the following subject-matter stated in the schedule to the said order, to me for adjudication.

**SCHEDULE**

"Whether having regard to all the circumstances of the case and the practice obtaining in other comparable organisations, the Bombay Port Trust Administration is justified in requiring Carpenters and Masons employed in the General Works Divisions of its Engineering department to use their own small tools? If not, to what relief are the workmen entitled?"

2. The B.P.T. General Workers' Union (hereinafter referred to as the Union) in its written statement dated 21st October, 1964, has stated that promotion to the posts of carpenters and masons is regulated by holding proper trade tests; that prior to the Report of the Committee for the Classification and Categorisation of Class III and Class IV employees of Major Ports (hereinafter referred to as the C.C. Committee) the scale of pay for carpenters and masons was Rs. 60—3—81—EB—4—125—5—130 and that the C.C. Committee had recommended three different scales of pay viz. Rs. 60—5/2—75; Rs. 75—3—105 and Rs. 100—5—130. It appears that the Union by its letter No. U/17/118/62 dated 11th September, 1962, had represented to the Secretary, B.P.T., that the categories of painters, plumbers, fitters, etc. working in the general works—Southern and Northern Division—are provided with the necessary tools and implements for performing their normal duties and responsibilities, whereas the carpenters and masons are not supplied with any such tools. The Union had then stated

that each of the masons has to spend nearly Rs. 200 for his tools. The B.P.T. Administration under their letter No. L/GEE-G(U)/89 dated 9th January 1963, in reply informed the Union as follows:—

"I am directed to refer to your letter No. U/117-118/62 dated 11th September, 1962, on the above subject and to state that it has been decided to supply all the requisite tools departmentally on pool basis to the artisans of the general Works Division, Southern and Northern Divisions, and the Marine Oil Terminal."

3. The Union has stated that it accepted this decision of the Port Trust Administration in good faith and therefore waited from January, 1963 to August, 1963, i.e. more than seven months, and on 5th August, 1963, it wrote to the Port Trust, requesting it to expedite the implementation of its said decision. Therefore the Port Trust Administration, by their letter No. GEE-G(U)/3715 dated 21st October, 1963, informed the Union that the proposal could not be put into effect as it was found impracticable. It further stated that from enquiries made meanwhile it was found that other public bodies like the Railways, the State Public Works Dept. and the Bombay Municipal Corporation were following the practice prevailing in the Port Trust. The Administration further stated that under the existing arrangement, very few tools required for normal use, are expected to be brought by the artisans and all the special and expensive tools issued to the artisans on a pooled basis; that, therefore, "it was proposed to maintain the *status quo* as far as provision of tools to the artisans is concerned." The Union, by its letter dated 1st November, 1963 expressed in reply its regret on the failure of the Administration to implement its earlier assurance, which it stated, was capable of easy implementation, but that if the Administration did not want to implement it, it should instead pay the masons and carpenters some compensation, which suggestion the Administration turned down by its rejoinder dated 9th November, 1963. Thereupon, the matter was referred to the Regional Labour Commissioner (C), Bombay, for conciliation. Before the Conciliation Officer, the Administration filed a list of the tools which are supplied to masons and carpenters on pooled basis, as also the list of their own tools which the Administration expects the masons and carpenters to bring with them. The representative of the Administration who appeared before the Conciliation Officer, stated that the list which he had submitted was not exhaustive but that in any case it was impracticable to supply small tools to each and every artisan even on a pooled basis. The Union, in its two statements marked Annexure B has given a list of tools which carpenters and masons are required to purchase themselves and has put their cost at Rs. 237 and Rs. 109 respectively. The conciliation proceedings did not result in a settlement of the dispute, but the parties agreed to make a joint application to Government for reference to adjudication under section 10(2) of the Act. The Union, in paras 9, 10 and 11 of its statement of claim has expressed its dissatisfaction at the terms of reference which were drawn up by the Port Trust Administration, and has pointed out that in correspondence it had suggested an amendment to the terms originally proposed by the B.P.T., but that as it was afraid that if it did not submit to the terms which the Port Trust had suggested, they would be denied an opportunity of the dispute being adjudicated upon, it therefore perforce agreed to the terms proposed by the Administration. The Union, in para 13 of its written statement, has stated that a comparison with the conditions in the Railways with regard to the supply of tools was not a fair basis of comparison, as the conditions of service in the Railways are different and the Railway employees get many benefits which are denied to the employees of the Port Trust. The Union has relied upon certain observations contained in an award of an industrial tribunal in an earlier dispute, being Ref. CGIT No. 5 of 1957, where the tribunal had directed the supply of free uniforms for workers whose nature of work was such that their clothes got soiled, and the normal life of their clothes got reduced. The Union has argued that the principle which governed the free supply of uniforms to the Port Trust Administration equally applies to the free provisions of tools. In para 15 of its written statement, the Union has stated that carpenters and masons, over and above what they spend in purchasing their own tools as stated above, have to incur expenses over the maintenance and/or replacements of parts of their tools. It has pleaded that considering that the prices of tools such as chisels, saws, hack-saws, screw-drivers, etc., have all gone up, it is becoming an unfair and unjust imposition, in these days of such high cost of living, to expect that carpenters and masons should provide themselves with the implements necessary to serve their employers. In para 17 of its written statement, the Union in a rhetorical outburst has urged as follows:—

"The system of forcing sweated labour to provide itself implements is a heritage derived from foreign rule of this country. The Britishers

were in our country to exploit and not to serve and it was, therefore, that they had introduced the peculiar system of forcing Class IV employees the artisans to provide themselves with their own implements and tools whereas higher paid employees who used to be paid fabulous sums of money had been granted unimaginable benefits in kind and cash and provided them with costly materials and implements. The present Government of our country is wedded to Socialistic principles, therefore, under the present Government and the Constitution of our country, the poor cannot be made poorer and the rich more richer. On this consideration alone, it will not be just and proper to insist that the carpenters and masons should provide themselves with their tools of trade. It is not imaginable that a clerk should be called upon to provide himself with pen, pencils, tags, etc. at his own cost; it is not imaginable that a typist should be called upon to provide a typewriter at his own cost including carbon, rubber, stationery etc.; it is not imaginable that Tradesmen could be called upon to provide themselves at their own cost tools required for the operation of lathe machines or tools required for their fitting jobs, it is not imaginable that Draftsmen could be called upon to provide themselves at their own cost drawing materials; a gangman working in the railway cannot be called upon to provide himself with sledge hammer, spanner, etc. which is required for his work; no where in the technical trade artisans are called upon to provide themselves at their own cost the various implements required for the execution of their work; even in the Bombay Port Trust Administration painters, plumbers, fitters, electricians, wiremen, mochis, etc. are supplied free of charge tools and implements required for the execution of work; the sail-makers, cooks and bhandaries, blacksmiths, keymen, holdermen, hammermen, rivetters, cable jointers, etc. are all supplied with the tools and implements required for the execution of their work by the employers. A cook is not required to provide himself with tongs, spoons, etc., a sail-maker is not called upon to provide himself with needle, thimble, etc. required for his trade; a cable jointer is not required to provide himself with a soldering iron, pliers, wire cutters, etc.; a tinsmith or a blacksmith, is not called upon to provide himself with metal cutting scissors, tongs, hammers, anvils, etc."

4. The Union has submitted that in view of the fact that other artisans employed by the Port Trust are provided free of charge with tools and implements required for the execution of their normal duties in equity and justice, the carpenters and masons should also be supplied free of charge with the various tools and implements required for the discharge of their duties. It has stated that in view of this fact, it is not fit and proper that a comparison should be made with other sectors such as the Bombay Municipal Corporation, the Public Works Department of the State Government, or the Union Government. It has, therefore, prayed that this reference should be answered in favour of the Union.

5. The B.P.T. in its written statement dated 16th February, 1965, has submitted that the Union had originally raised a dispute only in respect of masons by its letter No. U/17/118/62 dated 11th September, 1962, and that the Union included the category of carpenters in this demand only when it had written its letter No. GW(G)/17/118 dated 17th January, 1964, to the Regional Labour Commissioner, (C) Bombay, and it has annexed to its written statement copies of the Union's said two letters as EX, "A" collectively. The B.P.T. has admitted the contents of paras 4 to 8 and 10 and 11 of the Union's statement of claim and has stated that it had no comments to offer on the contents of paras 9 and 12. The B.P.T. has however, stated that as it has been generally following the practices prevailing in the Government Departments and the Railways and in fact, being one of them, the Union could not contend that it could not compare their masons and carpenters with those of the Railways. In para 8 of its written statement, the B.P.T. has stated that the observations, of the Industrial Tribunal in its Award in Ref. CGIT. No. 5 of 1957 with regard to the subject of free uniforms were irrelevant for the purposes of this issue because the supply of uniforms is justified on an entirely different principle from the practical difficulties which the Port Trust has to face in complying with the demand of the Union for supply of tools. The B.P.T. has not accepted the correctness of the particulars of the items and costs of the tools for masons and carpenters, as stated by the Union in its statements, and it has in its turn filed a statement (ex. B) which gives particulars of the tools which are supplied to masons and carpenters by the B.P.T. and the tools they are expected to bring themselves. In its

statement, the B.P.T. has put a value of Rs. 81/- on the tools which the mason is expected to bring with him and of Rs. 178/- on the tools expected to be brought by the carpenter. The B.P.T., in para 10 of its written statement, has submitted that the position prevailing in the general works and the engineering department of the employers compare favourably with the position in the Public Works Department, the Central Railway, and the Bombay Municipal Corporation; that since the B.P.T. noticed that the position prevailing in its departments were not worse when compared with the position prevailing in the said public organisations, they thought it fit to continue the status quo with regard to the supply of tools to masons and carpenters. Explaining the practical difficulties, in para 11 of its written statement, the B.P.T. has stated that their masons and carpenters are expected to work over an extensive area in different sections and are not confined to any particular place of work. It has stated that if the Administration is to supply tools which they are not at the moment supplying to masons and carpenters, considerable time in the working hours in a day would be wasted only in issuing and collecting these tools from the employees; that further the employers would require to maintain a large stock of these tools for replacements apart from difficulties in maintaining day to day accounts, thereof, and that it was because of these practical difficulties that the B.P.T. had decided to continue the status quo. In para 13 of its written statement, the B.P.T. has admitted that the Bhists are being supplied with "Mashak", napkins, belts, etc., as stated by the Union, and that similarly the B.P.T. supplies some of the tools to masons and carpenters, as has been shown in its statement (ex. B) referred to earlier. The B.P.T., in para 14 of its written statement, has reiterated that it is not the intention of the employers to deny any benefit which is legitimately due to the employees, except that the present demand of the Union is totally impracticable since the existing practice has stood the test of time over a number of years, apart from the fact that the existing practice is consistent with the practices prevailing in other similar public organisations. It has, therefore, submitted that the Union's demand should be rejected and the present practice prevailing in the departments of the B.P.T. with regard to the supply of tools to masons and carpenters should be allowed to be continued.

6. At the hearing before me on 4th June, 1965, both parties reiterated the submissions contained in their respective written statements. I was, however, able to ascertain that the total number of carpenters employed by the B.P.T. is about 70 and the total number of masons about 80. It was also ascertained that there are about 10 to 11 sections and that the average number of masons and carpenters who have to report at these sections, where they leave behind the tools supplied from the pool, is on an average 6 to 10 per section. It was also ascertained that the total number of items of tools which are required for carpenters are about 28, and of these 7 are even at present supplied by the B.P.T. on a pooled basis. I am stating these particulars because, in my opinion, the Administrative difficulties which have been urged against the demand are, in my opinion, not such as would come in the way if on principle it is held that the demand of the workmen for supply of tools and implements which they admittedly require for their work is held to be justified. In principle, I am satisfied that the demand of the workmen for supply of all tools with which they are required to use to carry out their duties as carpenters and masons, is justified. I think there is complete justification for this demand, because they are employees of the Pombay Port Trust who do work for the B.P.T. and it is normally the duty of the employer to supply to the artisans he employs, the implements to do the work which he takes from them. These workmen do not undertake to do specific jobs at specific rates. They are employed on fixed monthly rates of pay. In actual fact, the B.P.T. itself had accepted this principle because by its letter No. LGEE-G(U)/89 dated 9th January, 1963 it had, admittedly, decided to supply all the requisite tools departmentally on pooled basis to the artisans of the General Works, Southern and Northern Divisions and Marine Oil Terminal. Thereafter, the B.P.T. went back on this decision because of the administrative difficulties and because according to it, it had meanwhile ascertained that a similar practice prevailed in the Railways, the State P.W.D. and the Bombay Municipal Corporation. But it is not known what are the overall terms and conditions of service of the masons and carpenters employed by these bodies, nor is it known how this particular practice came into force in those bodies. The fact, however, remains that initially the B.P.T. had, in principle, accepted that the demand of the workmen was justified but later it went back on its assurance. With regard to the administrative difficulties, remembering the fact that even today the implements which are supplied by the B.P.T. to its masons and carpenters on a pooled basis are returned by the workmen at the end of their

shifts, at one or the other of the 10 to 11 sections, and that the average number of masons and carpenters in each section was stated to be only about 6 to 10, the administrative difficulties cannot be considered to be so insurmountable as to come in the way of the B.P.T. being asked to follow a practice, which on principle is justified.

7. In the result, I answer the first question under reference in the negative and hold that the B.P.T. is not justified in requiring the carpenters and masons employed in the General Works Divisions of its Engineering Department to use their own small tools. With regard to the second question of relief, it should, in my opinion, be left to the employers to decide whether to supply such tools which the carpenters and masons at present bring themselves, on pooled basis or separately to each individual carpenter or mason. I further direct that when masons and carpenters are supplied with the tools by the B.P.T. they should be held responsible for the loss of any of the articles entrusted to them. I think on that basis the demand of the Union can be satisfied in a practical and rational manner.

8. I am aware that the administration will require some time to acquire the tools and implements to supply to the carpenters and masons and that though I am making this direction in this dispute which has been raised in respect of the carpenters and masons employed in the General Works Division of the Engineering Department, the same would probably have to be applied to other departments and sections of the Administration. I think, therefore, that some reasonable time should be given to the Administration to carry out the directions of this Award. I think a period of three months from today would be sufficient for that purpose. I therefore, further award that the directions contained in the award should be implemented with effect from 15th October, 1965.

9. No order as to costs.

(Sd.) SALIM M. MERCHANT, Presiding Officer.

[No. 28/85/64-LRIV.]

*New Delhi, the 9th July 1965*

**S.O. 2073.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 28th June 1965.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY

Reference C.G.I.T. No. 62 of 1964

Employers in relation to the Bombay Port Trust, Bombay.

and

The Bombay Port Trust General Workers' Union.

#### PRESENT:

Shri Salim Merchant—*Presiding Officer.*

*For the Bombay Port Trust*—Shri M. R. S. Captain, Legal Adviser, with Shri R. K. Shetty, Deputy Legal Adviser.

*For the Bombay Port Trust General Workers' Union*—Shri S. Maitra, General Secretary, Bombay Port Trust General Workers' Union.

*Dated at Bombay this 23rd day of June, 1965*

**INDUSTRY:** Port and Docks.

**STATE:** Maharashtra.

#### AWARD

1. On a joint application of the parties above-named, the Central Government, by the Ministry of Labour and Employment's Order No. 28/57/64 LRIV dated 18th June 1964, made in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (Act XIV of 1947), was pleased to refer the industrial dispute between the parties above-named in respect of the following subject-matters, to me for adjudication:—

"Whether the date of increment (*viz.* 23rd November) of Shri V. M. Bhagat, formerly employed as Mobile Crane Driver, Grade II, has been correctly fixed in the scale prescribed by the Classification and

Categorisation Committee on his appointment as Diesel Engine Attendant with effect from 23rd November 1957 having regard to the relevant rules and the length of his previous officiating service in the pre-CCC scale of the Diesel Engine Attendant."

2. The facts of the case are that Shri V. M. Bhagat's substantive post was that of Mobile Crane Driver, Grade II, for which the scale of pay was Rs. 50—2½—60—3—81—EB—3—93—4—105, which was raised by the Classification and Categorisation Committee (hereinafter referred to as the C.C. Committee) to Rs. 60—3—81—EB—4—105. It is admitted that Bhagat acted as Diesel Engine Attendant for five months and seven days from 26th December, 1953, to 31st May, 1954 and again for another period of three months and eighteen days from 13th August, 1956 to 30th November, 1956. He had thus officiated as Diesel Engine Attendant for a period of 8 months and 25 days, prior to 1st October, 1957, when the C.C. Committee's Scales of pay came into operation. It is also admitted that on 30th September, 1957 and 1st October, 1957 he was back again in his original post of Mobile Crane Driver, Grade II. It is further admitted that when he had officiated as Diesel Engine Attendant, he had officiated in the pre-CCC scale of Rs. 93—4—125—5—130 for that post. It is admitted that on 23rd November, 1957 Bhagat was again promoted to the post of Diesel Engine Attendant, and was confirmed in that post with effect from 1st December, 1959, as a result of the Trustee's Resolution No. 1012 of 1st December, 1959. It may also be stated here that on 1st March, 1958, when he was holding the post of Diesel Engine Attendant, he got an increment in the old scale for that post (*viz.* Rs. 93—Rs. 130) and was placed at a stage of Rs. 97/- in that scale. Thereafter, he got the next increment on 4th March, 1959, bringing his basic salary to Rs. 101/- and earned further increments on 4th March, 1960, bringing his salary to Rs. 105/- and another increment of Rs. 4/- on 4th March, 1961, bringing his salary to Rs. 109/-. It is further necessary to note that the C.C. Committee's recommendations were implemented on 10th October, 1961 and in December, 1961, the records were re-cast with effect from 1st October, 1957. In implementation of the C.C. Committee's recommendations, he was placed at the minimum of Rs. 100/- in the scale of Rs. 100—5—125—6—155 for Diesel Engine Attendant.

3. Bhagat's claim now is that he should have got the increments in the new C.C.C. Scale from the original dates, i.e. 4th March, 1959, 4th March, 1960 and so on, as he got in the old scale, whilst the B.P.T.'s contention is that he was entitled to the increments in the C.C. Scales with effect from 23rd November, 1959 onwards.

4. Now, Shri Maitra's contention, briefly stated, is that as the C.C. Committee's Scales of pay for Diesel Engine Attendant got improved from 1st October, 1957, Bhagat was entitled to the improvement in scale when he was appointed to that post on 23rd November, 1957. Shri Maitra has further urged that Bhagat was protected under the Government Resolution No. 23-PLA(87)/58 dated 20th July, 1958, where the following decisions were recorded:

"The pay in the revised scale shall be fixed at such minimum stage in the scale as would give the incumbent an increase in pay which is not less than the last increment drawn by him in the scale applicable to him prior to the revision. Of course no one should get more than the maximum of the revised scale."

Shri Maitra has further relied upon the following clause in para 7 of the said Resolution:

"If in any case, the scale prevailing prior to the revision is higher than the one recommended by the Committee, the higher scale shall continue to apply. It has to be noted that employees will be entitled to continue, if they so desire, in the scale which has been prescribed by the Award of a Tribunal, so long as the Award remains in force."

Shri Maitra has also relied upon the following direction contained in the C.C. Committee's Report at page 10, para 44:—

"The scales of pay fixed by the Committee for the different posts in the six major ports as shown in schedule 1—26 to this Report will have retrospective effect from 1st October, 1957."

Shri Maitra has submitted that by virtue of the fact that Shri Bhagat was given normally his increment in the third month of the year, i.e. 4th March, after his re-fixation in the scales of pay prescribed by the C.C. Committee, the date of increment should have been deemed to be the 4th March and not the 23rd November, as has been fixed by the Port Trust Administration. He has further submitted that the Port Trust Administration should have taken into consideration

the fact that since 23rd November, 1957, when Bhagat was appointed as Diesel Engine Attendant, he had been allowed to draw his increments in the month of March, and on 1st March, 1958 he was allowed to draw an increment of Rs. 4/- which brought his pay to Rs. 97/-. The Union has, therefore, prayed that it should be awarded that Bhagat's date of annual increment has not been correctly fixed by the Port Trust Administration and that it should be 4th March of each year.

Shri Captain for the B.P.T. has, argued that the rules governing the grant of increments to employees of the B.P.T. had not undergone a change since either March or November, 1957. He is further right when he points out that the increments that were granted to Bhagat in March of 1959, 1960 and 1961 were correct at that time, having regard to the scales of pay then prevailing. In my opinion, Shri Captain is also right when he says that the extracts from the Government Resolutions quoted in paras 5, 6 and 7 of the Union's written statement are irrelevant, in as much as those extracts refer to initial fixation and not to grant of increment which is the subject-matter of the dispute under reference. He has argued that because the scales of pay changed after the C.C. Committee's scales of pay came into force, the dates on which the increments became payable also changed. He has pointed that the relevant rules with regard to increments is rule 21, sub-rule (a) of the Trustee's Digest of Pay and Allowances, which correspond to the fundamental rules in Government service. The said rule 21(a) provides as follows:—

"All duty in a post on a time scale counts for increments in that time-scale." He has argued that the increments to Bhagat became due on 23rd November, taking his duty in the post of Diesel Engine Attendant after the new scale of pay came into force.

5. In the face of Rule 21(a) whatever one's sympathy on the merits of the case may be, it must be held that the B.P.T.'s stand is correct and the extract from the Government Resolution and the C.C. Committee's recommendations cited by Shri Maitra can be of no avail because what they deal with is the question of fixation of pay and not of increments.

6. In the result, I answer the question under reference in the affirmative and hold that the date of increment (viz. 23rd November) of Shri V. M. Bhagat has been correctly fixed in the scale prescribed by the C.C. Committee on his appointment as Diesel Engine Attendant with effect from 23rd November, 1957. No order as to costs.

Sd./- SALIM M. MERCHANT,  
Presiding Officer.  
[No. 28/57/64/LRIV.]

## ORDERS

*New Delhi, the 9th July 1965*

**S.O. 2074.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Ltd., and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri K. L. Gosain shall be the Presiding Officer, with headquarters at Chandigarh and refers the said dispute for adjudication to the said Tribunal.

## SCHEDULE

- (1) Whether the action of management of Punjab National Bank Ltd., in transferring Shri Raj Kumar Bhalla, Teller from Ferozepur Cantonment to Jammu Tawi Branch is an act of victimisation?
- (2) If so, to what relief is the employee entitled?

[No. 51(30)/65-LRIV.]

**S.O. 2075.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs. R. G. Govan and Co. Private Ltd., Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

#### SCHEDULE

1. Whether the termination of services of Shri Ambalal Bheglal Talati (Supervisor) by M/s R. G. Govan and Company Private Ltd., Bombay, is justified?
2. If not, to what relief is the said workman entitled?

[No. 28/44/65/LRIV.]

**S.O. 2076.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bombay Stevedores' Association Ltd., Bombay and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, Whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, Therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

#### SCHEDULE

1. Whether the denial of sick leave to Shri S. R. Pandey, a clerk in the office of the Labour Officer, by the Administrative Body of the Bombay Stevedores' Association Ltd., Bombay, is justified?
2. If not, to what relief is the said employee entitled?

[No. 28/58/65/LRIV.]

O. P. TALWAR, Under Secy.,

*New Delhi, the 8th July 1965*

**S.O. 2077.**—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Cess Act, 1961 (58 of 1961) read with sub-rule (5) of rule 3 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby constitutes the Advisory Committee for the Union Territory of Goa, Daman and Diu consisting of the following members, namely :—

- |   |   |
|---|---|
| 1. Secretary to the Government of Goa, Daman and Diu Department of Industries and Labour Panjim . . . . .                 | Chairman  |
| 2. Conciliation Officer (Central) Vasco-da-Gama   | Vice-Chairman.  |
| 3. Shri Jaysingrao Rane, Member of the Legislative Assembly of the Union Territory of Goa, Daman and Diu, Sanquelim, Goa. | Member of the Legislative Assembly.   |
| 4. Shri Cipriano de Souza, Mine Owner, Sanquelim, Goa.  | } Representatives of the Iron Ore Mine owners of the Union Territory of Goa, Daman and Diu. |
| 5. Shri Ramdas Mallaya ; C/o M/s. Emco Goa Ltd., P.O. Box No. 54, Margao, Goa.  |   |

6. Shri D. A. Deshpande, Convenor, Indian National Trade Union Congress-*Ad-Hoc* Committee for Goa, Curchorem, Goa. }  
 7. Shri Mohan Nair, C/o Indian National Trade Union Congress-*Ad-Hoc* Committee for Goa, Curchorem, Goa. }  
 8. Shrimati Kumudini Dinanath Shirodkar, Near Ice Factory Francisco Luis Gomes Road, Vasco-da-Gama (Goa). } Woman representative.

Representatives of the iron ore mine workers of the Union Territory of Goa, Daman and Diu.

The headquarters of the Advisory Committee will be at Panjim.

[No 6/4/63-M-III.]

B. K. SAKSENA, Under Secy.

New Delhi, the 8th July 1965

**S.O. 2078.**—In pursuance of clause (1) of article 258 of the Constitution, the President is pleased to entrust to the State Government, with their consent, the functions of the central Government under sub-sections (2) and (7) of section 2 of the Personal Injuries (Emergency Provisions) Act, 1962 (59 of 1962).

[No. 2/3/63-Spl.]

**S.O. 2079.**—In pursuance of clause (1) of article 239 of the Constitution, the President is pleased to direct that subject to his control and until further orders, the Administrators (whether known as Lieutenant Governor, Chief Commissioner or Administrator) of the Union Territories of Delhi, Himachal Pradesh, Manipur, Tripura, Andaman and Nicobar Islands, Laccadive, Minicoy and Amindivi Islands, Dadra and Nagar Haveli, Goa, Daman and Diu and Pondichery, shall, within their respective territories, discharge the functions of the Central Government under sub-sections (2) and (7) of section 2 of the Personal Injuries (Emergency Provisions) Act, 1962 (59 of 1962).

[No. 2/3/63-Spl.]

S. V. KRISHNAN, Dy. Secy.

New Delhi, the 8th July 1965

**S.O. 2080.**—In exercise of the powers conferred by sub-section (1) of section 27 of the Payment of Bonus Ordinance, 1965 (3 of 1965), the Central Government hereby appoints the officers specified in column (1) of the Table below, to be Inspectors for the purposes of the said Ordinance within the local limits specified in the corresponding entries in column (2) thereof :

TABLE

Designation of officers (1)	Territorial jurisdiction (2)
1. Chief Labour Commissioner (Central), New Delhi	Whole of India except the State of Jammu and Kashmir.
2. Deputy Chief Labour Commissioner (Central), New Delhi	
3. Deputy Chief Labour Commissioner (Central) (Training), New Delhi	
4. Regional Labour Commissioner (Central) (Training), New Delhi	
5. Regional Labour Commissioner, (Central) (Verification), New Delhi.	
6. Welfare Adviser to the Chief Labour Commissioner (Central), New Delhi	
7. Conciliation Officer (Training), New Delhi.	

(1)

(2)

8. Regional Labour Commissioner (Central), Bombay.
9. Conciliation Officer (Central), Bombay-I
10. Conciliation Officer (Central), Bombay-II
11. Conciliation Officer (Verification), Bombay.
12. Conciliation Officer (Central), Nagpur
- 12-A. Conciliation Officer (Central), Vascodegama
13. Labour Inspectors (Central) in Bombay Region with headquarters at :—
  - (i) Bombay-I
  - (ii) Bombay-II
  - (iii) Bombay-III
  - (iv) Poona
  - (v) Ahmedabad
  - (vi) Bhusawal
  - (vii) Rajkot
  - (viii) Nagpur-I
  - (ix) Chanda
  - (x) Bombay (Prosecution)
  - (xi) Bombay (Verification)
  - (xii) Kandla
  - (xiii) Baroda
  - (xiv) Vascodegama
  - (xv) Ponda
14. Regional Labour Commissioner (Central) Calcutta.
15. Conciliation Officer (Central), Calcutta-I
16. Conciliation Officer (Central), Calcutta-II
17. Conciliation Officer (Central), (Headquarters), Calcutta.
18. Conciliation Officer (Central) (Verification), Calcutta.
19. Conciliation Officer (Central), Shillong.
20. Conciliation Officer (Central), Asansol
21. Conciliation Officer (Central), Raniganj
22. Conciliation Officer (Central), Jharsuguda
23. Labour Inspectors (Central) in Calcutta Region with headquarters at :—
  - (i) Calcutta-I
  - (ii) Calcutta-II
  - (iii) Calcutta (Headquarters)
  - (iv) Gauhati
  - (v) Dibrugarh
  - (vi) Kharagpur
  - (vii) Calcutta (Prosecution)
  - (viii) Calcutta (Verification)
  - (ix) Tezpur
  - (x) Nematpur
  - (xi) Asansol
  - (xii) Raniganj
  - (xiii) Ukhra
  - (xiv) Tinsukia
  - (xv) Cuttack
  - (xvi) Siliguri (Verification)
  - (xvii) Jharsuguda
  - (xviii) Barbil
24. Junior Labour Inspector (Central) with headquarters at :—
  - (i) Asansol
  - (ii) Sitarampur
  - (iii) Raniganj
25. Regional Labour Commissioner (Central) Madras.
26. Conciliation Officer (Central), Madras.

The States of Gujarat and Maharashtra and the Union Territory of Goa, Daman and Diu.

The States of West Bengal, Assam, Orissa and Nagaland and the Union territories of Manipur and Tripura.

(1)

(2)

27. Conciliation Officer (Central), Cochin	The States of Madras and Kerala and the Union territory of Pondicherry (excluding Yanam area).
28. Conciliation Officer (Central) (Verification), Madras.	
29. Labour Inspectors (Central) in Madras Region with headquarters at :—	
(i) Tiruchirapalli	
(ii) Coimbatore	
(iii) Madurai	
(iv) Trivandrum	
(v) Madras	
(vi) Madras (Verification)	The States of Madhya Pradesh and Rajasthan.
(vii) Cochin (Verification)	
(viii) Madras (Headquarters)	
30. Regional Labour Commissioner (Central), Jabalpur	
31. Conciliation Officer (Central), Jabalpur	
32. Conciliation Officer (Central), Ajmer	
33. Labour Inspectors (Central) in Jabalpur Region with headquarters at :—	
(i) Jabalpur	
(ii) Parasia	
(iii) Ajmer	
(iv) Jodhpur	
(v) Bhilwara	
(vi) Jaipur	
(vii) Ratlam	
(viii) Jabalpur (Headquarters)	
(ix) Raipur	
(x) Balaghat	
(xi) Chirimiri	
(xii) Jabalpur (Prosecution)	
(xiii) Jabalpur (Verification)	
(xiv) Bikaner	
34. Junior Labour Inspectors (Central) with Headquarters at :—	The States of Uttar Pradesh, Punjab and the Union territories of Himachal Pradesh and Delhi.
(i) Katni	
(ii) Parasia	
35. Regional Labour Commissioner (Central), Kanpur.	
36. Conciliation Officer (Central), Kanpur	
37. Conciliation Officer (Central), Delhi-I	
38. Conciliation Officer (Central), Delhi II	
39. Conciliation Officer (Central) (Verification), Kanpur	
40. Labour Inspectors (Central) in Kanpur Region with headquarters at :—	
(i) Delhi-I	
(ii) Delhi-II	
(iii) Gorakhpur	
(iv) Allahabad	
(v) Lucknow	
(vi) Bareilly	
(vii) Jullundur	
(viii) Ambala	
(ix) Kanpur (Prosecution)	
(x) Delhi (Verification)	
(xi) Kanpur (Verification)	
41. Junior Labour Inspector (Central), Agra	
42. Regional Labour Commissioner (Central), Dhanbad	
43. Conciliation Officer (Central), Dhanbad-I	
44. Conciliation Officer (Central), Dhanbad-II	
45. Conciliation Officer (Central), Hazaribagh	
46. Conciliation Officer (Central), (Verification), Dhanbad	

(1)

(2)

47. Conciliation Officer (Central) (Headquarters), Dhanbad

48. Labour Inspectors (Central) in Dhanbad Region with headquarters at :—

(i) Ranchi

(ii) Patna

(iii) Dhanbad

(iv) Katrasgarh

(v) Koderma

(vi) Muzaffarpur

(vii) Giridih

(viii) Pakur

(ix) Jharia East

(x) Jharia West

(xi) Bharmara

(xii) Chirkunda

(xiii) Ramgarh

(xiv) Kirkend

(xv) Patherdih

(xvi) Chaibasa

(xvii) Dhanbad (Headquarters)

(xviii) Bermo

(xix) Katihar

(xx) Baghmara

(xxi) Dhanbad (Implementation)

(xxii) Domohanch

49. Junior Labour Inspector (Central) with headquarters at :—

(i) Katrasgarh

(ii) Bermo

(iii) Bhagmara

(iv) Nirsa

(v) Dehri-on-sona

(vi) Dhanbad

The State of Bihar.

50. Regional Labour Commissioner (Central), Hyderabad.

51. Conciliation Officer (Central), Hyderabad

52. Conciliation Officer (Central) Visakhapatnam

53. Conciliation Officer (Central), Bangalore

54. Labour Inspectors (Central) in the Hyderabad Region with headquarters at :—

(i) Visakhapatnam

(ii) Vijayawada

(iii) Gudur

(iv) Guntakal

(v) Hyderabad

(vi) Arsikere

(vii) Kothagudium

(viii) Hyderabad (Prosecution)

(ix) Kolar Gold Fields

(x) Bangalore

(xi) Hubli

(xii) Hyderabad (Headquarters)

(xiii) Mancherla

The States of Andhra Pradesh and Mysore and Yanam Area in the Union territory of Pondicherry.

[No. W.B. 20(17)/65.]

B. R. SETH, Dy. Secy.

